

SERFF Tracking Number: GEFA-125595805 State: Arkansas
 Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 38640
 Company Tracking Number: MP7175 12/07
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: Group Flexible Premium Variable Deferred Annuity
 Project Name/Number: SureChoice (MP7175 12/07, P7175 12/07, P7176 12/07, P5408 3/08, 39908 03/2008)/MP7175 12/07, et al

Filing at a Glance

Company: Genworth Life and Annuity Insurance Company

Product Name: Group Flexible Premium SERFF Tr Num: GEFA-125595805 State: ArkansasLH

Variable Deferred Annuity

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed

State Tr Num: 38640

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: MP7175 12/07

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Ronald Jackson

Disposition Date: 04/18/2008

Date Submitted: 04/08/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: SureChoice (MP7175 12/07, P7175 12/07, P7176 12/07, Status of Filing in Domicile: Pending P5408 3/08, 39908 03/2008)

Project Number: MP7175 12/07, et al

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: N/A

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Association, Trust

Filing Status Changed: 04/18/2008

State Status Changed: 04/18/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Genworth Life and Annuity Insurance Company

NAIC Group 350, Company 65536

MP7175 12/07, Group Flexible Premium Variable Deferred Annuity Contract

P7175 12/07, Group Guaranteed Lifetime Withdrawal Certificate

P7176 12/07, Group Single Premium Immediate Annuity Certificate

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P5408 03/08, Withdrawal Start Date Step-Up Endorsement
39908 03/2008, Group Variable Annuity Application

We are submitting these forms for your review and approval. These forms are new and will not replace any existing forms. These forms were submitted to Virginia, our state of domicile, on March 28, 2008.

Upon approval, these forms may be available for issue under trusts. The trust situs may vary by contract owner. The product may also be made available to provide coverage to members of eligible groups including associations and employer groups.

MP7175 12/07 is a non-registered group flexible premium deferred variable annuity contract that provides guaranteed lifetime withdrawal benefits to qualifying participants.

P7175 12/07 is the group guaranteed lifetime withdrawal certificate that will be issued to participating individuals when the participant elects to begin withdrawals. The data pages of the certificate will indicate the participant's benefits.

P7176 12/07 is the group single premium immediate annuity certificate that will be issued to participating individuals when the participant elects an optional form of payment annuity prior to a withdrawal start date. The data pages of the certificate will indicate the participant's benefits.

P5408 03/08 is the withdrawal start date step-up endorsement that provides an opportunity to increase the guaranteed lifetime income amount on the withdrawal start date, subject to market performance. This endorsement can be added after issue.

39908 03/2008 is the group contract application to be used with this product.

The endorsement in our submission is intended for use with annuity contracts approved by your state.

Licensed agents and brokers will market this product to Plan Sponsors for the benefit of their employees under a retirement or eligible deferred compensation plan described under §401(a) and §457(b) of the Internal Revenue code.

These forms are exempt from readability requirements as they serve as a deferred compensation plan.

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Bracketed items appear in the contract, application, certificate and endorsement. Certain bracketed items in the forms are subject to negotiation between the contract owner and the Company. A certification of variability is included to clarify and provide ranges for all the bracketed items.

If there are any questions, please contact me using the information provided below.

Sincerely,

Ronald N. Jackson, Sr. Contract Analyst
 Email: ronald.jackson@genworth.com
 Phone: (804) 289-6725
 Fax: (804) 281-6916

Company and Contact

Filing Contact Information

Ronald N. Jackson, Contract Analyst ronald.jackson@genworth.com
 Product Compliance (804) 289-6725 [Phone]
 Richmond, VA 23261-7601 (804) 281-6916[FAX]

Filing Company Information

Genworth Life and Annuity Insurance Company CoCode: 65536 State of Domicile: Virginia
 6620 W Broad Street Group Code: 350 Company Type: LifeHealth &
 Annuity
 Richmond, VA 23230 Group Name: State ID Number:
 (804) 281-6600 ext. [Phone] FEIN Number: 54-0283385

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 per submission.

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Per Company: No

SERFF Tracking Number: *GEFA-125595805* *State:* *Arkansas*
Filing Company: *Genworth Life and Annuity Insurance Company* *State Tracking Number:* *38640*
Company Tracking Number: *MP7175 12/07*
TOI: *A03G Group Annuities - Deferred Variable* *Sub-TOI:* *A03G.002 Flexible Premium*
Product Name: *Group Flexible Premium Variable Deferred Annuity*
Project Name/Number: *SureChoice (MP7175 12/07, P7175 12/07, P7176 12/07, P5408 3/08, 39908 03/2008)/MP7175 12/07, et al*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Genworth Life and Annuity Insurance Company	\$50.00	04/08/2008	19362480

SERFF Tracking Number: GEFA-125595805 State: Arkansas

Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 38640

Company Tracking Number: MP7175 12/07

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Flexible Premium Variable Deferred Annuity

Project Name/Number: SureChoice (MP7175 12/07, P7175 12/07, P7176 12/07, P5408 3/08, 39908 03/2008)/MP7175 12/07, et al

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/18/2008	04/18/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	04/16/2008	04/16/2008	Ronald Jackson	04/17/2008	04/17/2008
Industry						
Response						

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Certification/NSupporting Document otice		Ronald Jackson	04/08/2008	04/08/2008

SERFF Tracking Number: *GEFA-125595805* *State:* *Arkansas*
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Disposition

Disposition Date: 04/18/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Certification/Notice		Yes
Supporting Document	Certification/Notice		Yes
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Variability Certification		Yes
Form	Group Flexible Premium Variable		Yes
	Deferred Annuity Contract		
Form	Group Guaranteed Lifetime Withdrawal		Yes
	Certificate		
Form	Group Single Premium Immediate		Yes
	Annuity Certificate		
Form	Withdrawal Start Date Step-Up		Yes
	Endorsement		
Form	Group Variable Annuity Application		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/16/2008
Submitted Date 04/16/2008

Respond By Date

Dear Ronald N. Jackson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 04/17/2008
Submitted Date 04/17/2008

Dear Linda Bird,

Comments:

Response 1

Comments: We have received the Problem Report dated April 16, 2008, and in response we have amended the compliance certification to include a statement regarding Regulation 6.

If there are any questions, please contact me using the information provided below.

Sincerely,

Ronald N. Jackson, Sr. Contract Analyst

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Email: ronald.jackson@genworth.com
Phone: (804) 289-6725; Fax: (804) 281-6916

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification/Notice

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Ronald Jackson

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Amendment Letter

Amendment Date:

Submitted Date: 04/08/2008

Comments:

We are attaching a corrected certification.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Certification/Notice

Comment:

ARcert.pdf

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Form Schedule

Lead Form Number: MP7175 12/07


Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	MP7175 12/07	Policy/Cont	Group Flexible ract/Fratern al Deferred Annuity Certificate Contract	Initial		0	MP7175.pdf
	P7175 12/07	Certificate	Group Guaranteed Lifetime Withdrawal Certificate	Initial		0	P7175.pdf
	P7176 12/07	Certificate	Group Single Premium Immediate Annuity Certificate	Initial		0	P7176.pdf
	P5408 03/08	Certificate	Withdrawal Start Amendmen Date Step-Up t, Insert Endorsement Page, Endorseme nt or Rider	Initial		0	P5408.pdf
	39908 03/2008	Application/Group Variable Enrollment	Annuity Application Form	Initial		0	39908.pdf

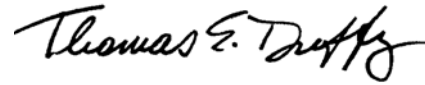
GROUP FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY CONTRACT

Please read your Contract carefully. This Contract is a legal contract between the Contract Owner ("you" or "your") and Genworth Life and Annuity Insurance Company (the "Company", "we", "us" or "our"). We agree to provide guaranteed lifetime withdrawals, subject to Contract provisions.

CONTRACT VALUE WILL DEPEND ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT. THE VALUE IN THE SEPARATE ACCOUNT MAY INCREASE OR DECREASE DAILY AND IS NOT GUARANTEED AS TO DOLLAR AMOUNT.

For Genworth Life and Annuity Insurance Company,

[
PAMELA S. SCHUTZ]
PRESIDENT

[
THOMAS E. DUFFY]
SECRETARY

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

**GROUP FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY CONTRACT
ALLOCATED GUARANTEED RETIREMENT INCOME ANNUITY
NONPARTICIPATING STOCK COMPANY
CUSTOMER SERVICE TELEPHONE [(866) 360-4015]
HOME OFFICE:
[6610 WEST BROAD STREET, RICHMOND, VIRGINIA 23230]
ADMINISTRATIVE OFFICE:
[PO BOX 27601, RICHMOND, VIRGINIA 23286-8786]**

Data Pages

Contract Number: [0000000000]

Contract Date: [March 1, 2008]

Contract Owner: [ABC Corporation Pension Plan]

Issued In: [Anywhere, USA and Governed by its Laws]

Plan Sponsor: [ABC Corporation]

Plan: [ABC Corporation Pension Plan]

Enrollment Age: [50]

Guaranteed Lifetime
Withdrawal Age: [55]

Guaranteed Lifetime
Withdrawal Factor: [5%]

Adjustment Factor:

<u>Age at Withdrawal Start Date</u>	<u>Adjustment Factor</u>
Greater than or equal to [65]	1.0]
[On or between 60 – 64]	0.9]
[On or between 55 – 59]	0.8]

Joint Recipient's Minimum
Age Limit: [Spousal Joint Recipient – None]
[Non-spousal Joint Recipient – Participant's Age minus 10 years]

Joint Annuitant's Minimum
Age Limit: [Spousal Joint Annuitant – None]
[Non-spousal Joint Annuitant – Annuitant's Age minus 10 years]

Maximum Purchase Payments: [Per Participant, we will accept each month:
(a) the greater of 2.0% of Participant account balance in the Plan; or
(b) all Purchase Payments credited for that month]

Contract Amendment Events: [None]

Contract Suspension Events: [None]

Contract Termination Events: [None]

IF YOU HAVE A QUESTION, WOULD LIKE TO OBTAIN INFORMATION ABOUT THIS CONTRACT, OR NEED ASSISTANCE RESOLVING A COMPLAINT, PLEASE CALL OUR ADMINISTRATIVE OFFICE TOLL FREE AT [(866) 360-4015].

Data Pages

Contract Number:	[0000000000]	
Separate Account:	[Genworth Life & Annuity Group VA Separate Account 2]	
Effective:	[01/01/06]	
	<u>Subaccounts</u>	<u>Are Invested In</u>
	[GEI Total Return Fund – Class 2]	[<i>GE Investments Funds, Inc.</i>] [Total Return Fund – Class 2]
Asset Charge:	[0.60% Annually (0.XXXXXX% Daily)]	
Joint Recipient Charge:	[0.25% Annually (0.XXXXXX% Daily)]	
Service Charge:	[0.15% Annually (0.XXXXXX% Daily)]	
Administration Charge:	[\$0]	
Contract Charge:	[\$0]	
Contract Termination Charge:	[Number of Completed Contract Years Before Termination]	[Charge as a Percentage of Maximum Contract Value Within the 12-month Period Prior to the Termination Date]
	[less than 1]	[5.0]
	[1 but less than 2]	[5.0]
	[2 but less than 3]	[4.0]
	[3 but less than 4]	[3.0]
	[4 but less than 5]	[2.5]
	[5 but less than 6]	[2.0]
	[6 but less than 7]	[1.0]
	[thereafter]	[0.0]
Maximum Transfer Charge:	[\$25]	
Portfolio Redemption Charge:	[Each Portfolio may impose a redemption charge which it retains.]	
Contract Redemption Charge:	[We may impose a [2.0%] Contract redemption charge for withdrawals from a Participant Account attributable to Purchase Payments that have not been held in such Participant Account for at least [90] days.]	

Annuity Rates

The annual payment rate is based on the [Annuity 2000 Female Mortality Table], using an interest rate of [1.0%].

[Qualified Joint and 50% Survivor, Life Annuity
Annual payment rates for each \$1,000 of Premium]

Annuitant Age	Joint Annuitant Age								
	60	65	70	75	80	85	90	95	100
60	38.58	39.74	40.61	41.20	41.57	41.79	41.90	41.96	41.99
65	42.61	44.50	46.08	47.25	48.03	48.49	48.74	48.87	48.94
70	47.07	49.95	52.62	54.84	56.45	57.48	58.06	58.36	58.54
75	51.93	56.04	60.24	64.15	67.35	69.60	70.98	71.74	72.19
80	57.02	62.50	68.59	74.93	80.77	85.42	88.56	90.44	91.65
85	62.04	68.93	77.12	86.43	96.05	104.73	111.31	115.66	118.72
90	66.47	74.67	84.86	97.25	111.26	125.40	137.41	146.16	152.95
95	69.92	79.18	91.03	106.11	124.32	144.35	163.05	177.90	190.44
100	72.90	83.11	96.45	114.02	136.39	162.90	189.99	213.45	235.12

Rates for ages and other Joint percentage survivorship income not shown will be furnished upon request.]

[ENDORSEMENT(S)/RIDER(S):

Form Number

Title

Effective Date

Form XXXX

Endorsement XXX

XX/XX/XXXX]

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Copies of any riders and endorsements follow page 21.

DEFINITIONS

Administrative Office – Our Administrative Office that is located at the address shown on the Contract cover page.

Age – On any date, Age as of the last birthday.

Alternate Payee – An Alternate Payee under a qualified domestic relations order. If a Participant Account is established for an Alternate Payee, the Alternate Payee is treated as a Participant for purposes of this Contract.

Annuitant – A person whose Age determines the distribution amount under an Annuity.

Annuity – Distributions to be made in the form of a series of payments as determined under the terms of this Contract. An Annuity begins whenever a Participant selects an optional form of payment or whenever, after a Withdrawal Start Date, the Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount with respect to a Participant.

Annuity Certificate – The document issued to a Participant who selects an optional form of payment describing the Annuity income payments and the Participant's rights and obligations with respect to an Annuity.

Beneficiary – The person or entity entitled to receive any remaining Participant Withdrawal Account Value upon the death of the Participant and, if applicable, Joint Recipient.

Certificate – The document issued to a Participant at a Withdrawal Start Date describing rights and obligations with respect to the interest in his or her Participant Withdrawal Account.

Certificate Owner – The person or entity named on the data page of a Certificate or Annuity Certificate.

Code – The Internal Revenue Code of 1986, as amended.

Company – Genworth Life and Annuity Insurance Company (also referred to as “we”, “us” or “our”).

Contract – This group flexible premium variable deferred annuity Contract with any attached riders, endorsements and Certificate or Annuity Certificate forms.

Contract Date – The date the Contract is issued and becomes effective. The Contract Date is shown on the Data Pages. It is used to determine Contract years and anniversaries.

Contract Owner – The Contract Owner shown on the Data Pages. The Contract Owner may exercise all of the rights and privileges under the Contract. All ownership rights with respect to any issued Certificate or Annuity Certificate shall belong to the Participant (or Joint Recipient or Joint Annuitant, as appropriate) as may be designated under the terms of the Certificate or Annuity Certificate or determined through the operation of law. “You” or “your” refers to the Contract Owner.

Contract Value – The amount equal to the sum of all values allocated to each Subaccount. Contract Value excludes values applied to an Annuity.

Excess Withdrawal – A Post-Election Withdrawal or portion thereof, that when added to all other Post-Election Withdrawals in a Withdrawal Year exceeds the Guaranteed Lifetime Withdrawal Amount.

Fund – Any open-end management investment company or unit investment trust in which the Separate Account invests.

Guaranteed Lifetime Withdrawal Amount – The total amount we guarantee that a Participant, and any Joint Recipient, may withdraw from Participant Contract Value in a Withdrawal Year without reducing the Guaranteed Lifetime Withdrawal Amount for later years.

Guaranteed Lifetime Withdrawal Factor – A factor as shown on the Data Pages used in the calculation of the Guaranteed Lifetime Withdrawal Amount.

Joint Annuitant – The person whose Age, together with the Annuitant’s Age, determines the distribution amount under a joint and survivor Annuity.

Joint Recipient – A person selected by the Participant to succeed to the Participant’s rights under a Certificate and who must be a Plan beneficiary.

Participant – A person who participates in the Plan including anyone who derives an interest as an Alternate Payee or spousal Plan beneficiary.

Participant Account – The portion of Participant Contract Value allocated by you to a Participant’s individual account under the Plan that is not allocated to any Participant Withdrawal Account.

Participant Account Value – As of any Valuation Day the value in a Participant Account.

Participant Contract Value – The portion of the Contract Value allocated by you to a Participant's individual account under the Plan. Participant Contract Value includes the values attributable to a Participant Account and any Participant Withdrawal Account(s).

Participant Withdrawal Account – The account which receives the amount transferred from a Participant Account to commence the distribution of Post-Election Withdrawals. Thereafter, that Participant Withdrawal Account will be adjusted to reflect any withdrawals, investment gains, investment losses and any applicable Contract charges.

Participant Withdrawal Account Value – As of any Valuation Day the value in a Participant Withdrawal Account.

Plan – The qualified plan shown on the Data Pages. This Contract is issued as a funding vehicle for the Plan. The Plan is not part of this Contract.

Plan Sponsor – Any employer, employee organization, association, committee or joint board of trustees authorized to enter into this Contract on behalf of the Plan.

Post-Election Withdrawal – A gross amount withdrawn from a Participant Withdrawal Account pursuant to this Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on behalf of a Participant on or after a Withdrawal Start Date.

Portfolio – A division of a Fund, the assets of which are separate from other Portfolios that may be available in the Fund. Each Portfolio has its own investment objective. Not all Portfolios may be available in all Plans.

Pre-Election Withdrawal – A gross amount withdrawn from a Participant Account pursuant to this Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on behalf of a Participant prior to a Withdrawal Start Date.

Premium – An amount used to purchase an Annuity.

Purchase Payment – A payment received by us and applied to this Contract. All payments must be received in United States dollars.

Separate Account – Our segregated asset account as shown on the Data Pages.

Subaccount – A Subaccount of the Separate Account, the assets of which are invested exclusively in a corresponding Portfolio.

Surrender Value – The Contract Value less the sum of all Participant Withdrawal Account Values on the date the Contract terminates less any applicable taxes or charges. The following taxes and charges may apply: (i) contract charge; (ii) administration charge; (iii) premium tax and (iv) contract termination charge. If the termination date is not a Valuation Day, the Contract Value as of the next Valuation Day will be used in calculating the Surrender Value.

Valuation Day – For each Subaccount, each day on which the New York Stock Exchange is open for regular trading, except for days that the Subaccount's corresponding Portfolio does not value its shares. Requests for transactions received on a Valuation Day will be considered to be received on that same Valuation Day or on the next Valuation Day, as determined in accordance with the following procedures. For each Subaccount on each Valuation Day, we process transaction orders for that Subaccount and submit the order to the Portfolio in which the Subaccount invests. In accordance with applicable regulations, each Portfolio establishes a cut-off time by which the Portfolio must receive an order for it to receive the Portfolio's next-calculated net asset value per share. This time is disclosed in each Portfolio's prospectus or declaration of trust and may change from time to time. We have established a cut-off time for each Subaccount by which we must have received a transaction order for it to receive the next-calculated unit value that is based on the next-calculated net asset value per share of the corresponding Portfolio. We set the Subaccount's cut-off time far enough in advance of the corresponding Portfolio's cut-off time to reasonably permit us to process transaction orders and submit the orders to the Portfolio by its cut-off times. There can be no assurance that we will be able to process orders in time for the orders to receive the next-calculated unit value based on the next-calculated net asset value per share of the corresponding Portfolio on every Valuation Day. We may change our cut-off times periodically. All requests for transactions that we receive for a Subaccount after the Subaccount's cut-off time in effect for a Valuation Day will be considered to be received on the next Valuation Day.

Valuation Period – A period that starts at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next succeeding Valuation Day.

Valuation Unit – A unit of measure used in calculating Contract Value.

Withdrawal Start Date – A date on which we receive your written notice of a Participant election to begin Post-Election Withdrawals. For purpose of any valuation related to Withdrawal Start Date, the Valuation Day next following the Withdrawal Start Date will be used.

Withdrawal Year – The first Withdrawal Year is the period of time between the Withdrawal Start Date and the Participant's first birthday following the Withdrawal Start Date. Subsequent Withdrawal Years are the one-year periods beginning on each birthday.

GENERAL FEATURES

This Contract provides for the purchase of Guaranteed Lifetime Withdrawal Amounts for the benefit of Participants. Investment experience in a Subaccount(s) will not cause a Guaranteed Lifetime Withdrawal Amount to decrease.

Subject to Plan rules, a Participant has access to Participant Contract Value at any time. However, certain types of withdrawals from Participant Contract Value may cause the Guaranteed Lifetime Withdrawal Amount to decrease.

After a Withdrawal Start Date, if Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, we will use the Participant Withdrawal Account Value to purchase a lifetime Annuity on behalf of the Participant. The annual payment amount will be equal to the then current Guaranteed Lifetime Withdrawal Amount.

PRE-WITHDRAWAL START DATE PHASE

When you make Purchase Payments you determine how to allocate those amounts to Participant Accounts for the benefit of Participants who have attained the enrollment age as shown on the Data Pages.

Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date

Initial Purchase Payment: upon establishing a Participant Account with an initial Purchase Payment, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b), where:

- (a) is the initial Purchase Payment; and
- (b) is the Guaranteed Lifetime Withdrawal Factor.

Subsequent Purchase Payment: upon each subsequent Purchase Payment allocated to a Participant Account the Guaranteed Lifetime Withdrawal Amount on that date is equal to (a) plus (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount immediately prior to the subsequent Purchase Payment; and
- (b) is (i) multiplied by (ii), where:
 - (i) is the Guaranteed Lifetime Withdrawal Factor; and
 - (ii) is the amount of the subsequent Purchase Payment allocated to the Participant Account.

Participant's birthday: upon a Participant's birthday the Guaranteed Lifetime Withdrawal Amount on that date is equal to the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount on the birthday; and
- (b) is (i) multiplied by (ii), where:
 - (i) is the Guaranteed Lifetime Withdrawal Factor; and
 - (ii) is the Participant Account Value on the birthday. If the birthday does not fall on a Valuation Day, we calculate the Guaranteed Lifetime Withdrawal Amount on the next Valuation Day.

Pre-Election Withdrawal: upon a Pre-Election Withdrawal the Guaranteed Lifetime Withdrawal Amount on that date is equal to (a) multiplied by (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount immediately prior to the Pre-Election Withdrawal; and
- (b) is one minus the result of (i) divided by (ii), where:
 - (i) is the amount of the Pre-Election Withdrawal; and
 - (ii) is the Participant Account Value immediately prior to the Pre-Election Withdrawal.

We reserve the right to refuse a Purchase Payment if the source of such Purchase Payment is a Pre-Election Withdrawal taken within [90] days of such Purchase Payment.

Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order

Any amounts you transfer to an Alternate Payee from a Participant Account pursuant to a qualified domestic relations order (QDRO) will be treated as a Pre-Election Withdrawal for purposes of determining the Guaranteed Lifetime Withdrawal Amount for a Participant who is the source of the amounts to be transferred to an Alternate Payee. If any amount transferred is used to establish a Participant Account for the Alternate Payee, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b) divided by (c) where:

- (a) is the Participant's Guaranteed Lifetime Withdrawal Amount immediately prior to the transfer;
- (b) is the amount transferred to establish the Participant Account for the Alternate Payee; and
- (c) is the Participant Account Value immediately prior to the transfer.

Corrective Distribution Withdrawals

You may take a Pre-Election Withdrawal on behalf of a Participant to satisfy contribution limits under the Internal Revenue Code. To do so, you will need to provide us with the excess contribution amount and the Pre-Election Withdrawal amount needed to make the corrective distribution. If the corrective distribution is attributable to: (i) any excess deferral as described in section 402(g) of the Code and the distribution is not made by the April 15th following the tax year in which the excess deferral was made; (ii) a failure to pass the non discrimination tests as described in sections 401(k)(3) and/or 401(m)(2) of the Code and the distribution is not made within two and one half months after the end of the plan year for which the discrimination tests were performed; or (iii) an annual addition that exceeds the limitations under section 415(c) of the Code and the distribution is not made within two and one half months after the end of the plan year for which the annual addition limitation was exceeded, such corrective distribution will be treated as a *Pre-Election Withdrawal* under the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision. Otherwise, the Guaranteed Lifetime Withdrawal Amount will be adjusted for that Participant by canceling any Guaranteed Lifetime Withdrawal Amount attributable to the excess contribution.

Allocations to a Participant Account After a Withdrawal Start Date

You may allocate Purchase Payments to a Participant Account after a Withdrawal Start Date. However, such allocation will establish a unique Guaranteed Lifetime Withdrawal Amount in accordance with the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision.

Participant Death Before a Withdrawal Start Date

If a Participant dies before a Withdrawal Start Date and the Participant's spouse is not a Plan beneficiary, the Guaranteed Lifetime Withdrawal Amount is reduced to zero on the date of death. You may withdraw the Participant Account Value to pay the Plan beneficiary.

If a Participant's spouse is a Plan beneficiary, the Guaranteed Lifetime Withdrawal Amount is adjusted upon the Participant's death. The spousal Plan beneficiary will be allocated a percentage of the deceased Participant's Guaranteed Lifetime Withdrawal Amount and Participant Account Value. This percentage is equal to the percentage of the Participant Account Value allocated to the spousal Plan beneficiary as determined by the Plan. Any remaining portion of the Guaranteed Lifetime Withdrawal Amount that is not allocated to a spousal Plan beneficiary shall be reduced to zero.

Thereafter, the spousal Plan beneficiary will be treated as a Participant under the Contract.

ACTIONS TAKEN AS OF THE WITHDRAWAL START DATE

Election on a Withdrawal Start Date to Begin Post-Election Withdrawals

You may direct us to begin Post-Election Withdrawals on behalf of a Participant by giving us written notice on or after the guaranteed lifetime withdrawal Age as shown on the Data Pages. Unless otherwise requested, Post-Election Withdrawals will be paid in a Withdrawal Year in monthly amounts equal to the Guaranteed Lifetime Withdrawal Amount divided by the number of months in a Withdrawal Year. If monthly payments result in Post-Election Withdrawals of less than [\$100], we reserve the right to change the payment schedule so that each payment is at least [\$100]. Other payment schedules may be available. Any Post-Election Withdrawal that is not made pursuant to a payment schedule must be at least [\$100]. If the Guaranteed Lifetime Withdrawal Amount is determined to be less than [\$100] on the Withdrawal Start Date, the request to begin Post-Election Withdrawals will not be processed. For purposes of this provision any partial month will be treated as a full month.

Upon a Withdrawal Start Date, we will establish a Participant Withdrawal Account.

Addition of a Joint Recipient

A Participant may name a Joint Recipient on the Withdrawal Start Date. If a Joint Recipient is named and a Joint Recipient charge is not assessed, the Guaranteed Lifetime Withdrawal Amount is adjusted to recognize combined life expectancy. If the Joint Recipient is not the Participant's spouse, such person's Age must satisfy the Joint Recipient's minimum Age limit on the Data Pages. The Joint Recipient will be the Beneficiary with respect to the Participant Withdrawal Account.

Calculation of Guaranteed Lifetime Withdrawal Amount on a Withdrawal Start Date

As of the Withdrawal Start Date, the Guaranteed Lifetime Withdrawal Amount is determined by taking (a) multiplied by (b) and, if applicable, multiplied by (c), where:

- (a) is the existing Guaranteed Lifetime Withdrawal Amount;
- (b) is the appropriate adjustment factor shown on the Data Pages as of the Withdrawal Start Date; and
- (c) is the Joint Recipient factor as of the Withdrawal Start Date.

If the Withdrawal Start Date is not the Participant's birthday, the Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year will be adjusted prorata for the number of days between the Withdrawal Start Date and the next birthday. In this case, the adjusted prorata Guaranteed Lifetime Withdrawal Amount during the first Withdrawal Year is (a) multiplied by (b) divided by (c), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount;
- (b) is the number of days between the Withdrawal Start Date and the next birthday; and
- (c) is 365.

POST-WITHDRAWAL START DATE PHASE

Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date

The Guaranteed Lifetime Withdrawal Amount is recalculated for each Withdrawal Year on the first Valuation Day following the prior Withdrawal Year. On that date, such Guaranteed Lifetime Withdrawal Amount will be the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount for the prior Withdrawal Year, adjusted for Excess Withdrawals, if any, during the prior Withdrawal Year; and
- (b) is the Participant Withdrawal Account Value multiplied by (i), multiplied by (ii), and, if applicable, multiplied by (iii), where:
 - (i) is the Guaranteed Lifetime Withdrawal Factor;
 - (ii) is the appropriate adjustment factor as shown on the Data Pages as of the Withdrawal Start Date; and
 - (iii) is the Joint Recipient factor as of the Withdrawal Start Date.

Excess Withdrawals

Whenever an Excess Withdrawal is taken, the Guaranteed Lifetime Withdrawal Amount is immediately reduced. The reduced Guaranteed Lifetime Withdrawal Amount is the Guaranteed Lifetime Withdrawal Amount prior to the Excess Withdrawal multiplied by: one minus the result of (a) divided by (b), where:

- (a) is the Excess Withdrawal amount; and
- (b) is the Participant Withdrawal Account Value immediately prior to processing the Excess Withdrawal.

Required Minimum Distributions

A Participant who is required to take required minimum distributions will not be considered to have taken Excess Withdrawals unless Post-Election Withdrawals for the Withdrawal Year exceed the greater of: (i) the Guaranteed Lifetime Withdrawal Amount; and (ii) the required minimum distribution amount attributable to the Participant Withdrawal Account for the calendar year ending within the Withdrawal Year.

Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order

Any amounts you transfer to an Alternate Payee from a Participant Withdrawal Account pursuant to a QDRO will be treated as a Post-Election Withdrawal for purposes of determining the Guaranteed Lifetime Withdrawal Amount for a Participant who is the source of the amounts to be transferred to an Alternate Payee. If any amount transferred is used to establish a Participant Account for the Alternate Payee, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b) divided by (c) where:

- (a) is the Participant's Guaranteed Lifetime Withdrawal Amount immediately prior to the transfer;
- (b) is the amount transferred to establish the Participant Account for the Alternate Payee; and
- (c) is the Participant Withdrawal Account Value immediately prior to the transfer.

Certificate Termination Due to Excess Withdrawals

When Excess Withdrawals cause a Guaranteed Lifetime Withdrawal Amount to be less than [\$100], the Certificate will terminate and we will pay the greater of the current Participant Withdrawal Account Value or the present value of the Guaranteed Lifetime Withdrawal Amount in a single sum, calculated using the [Annuity 2000 Mortality Table] and an interest rate of [4%].

Annuity Purchase Due to De Minimus Participant Withdrawal Account Value

When the current Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, the remaining Participant Withdrawal Account Value will be applied as Premium to purchase an Annuity. The Annuity will be a life-contingent fixed Annuity with a guaranteed annual payment equal to the current Guaranteed Lifetime Withdrawal Amount.

If there is no Joint Recipient, the Annuity will be paid for the life of the Participant. If there is a Joint Recipient, the Annuity will be paid while either the Participant or Joint Recipient is living.

If the Participant and Joint Recipient die before the Premium amount has been received as Annuity payments, we will pay the difference between the Premium and the sum of the Annuity payments received to the beneficiary of the Annuity Certificate.

Participant Death After a Withdrawal Start Date and Before the Purchase of an Annuity

If after a Withdrawal Start Date a Joint Recipient survives the Participant, the Joint Recipient may continue to take Post-Election Withdrawals, as described in the Certificate. Upon the last death of the Participant and any Joint Recipient, the Guaranteed Lifetime Withdrawal Amount is reduced to zero. You may then withdraw the Participant Withdrawal Account Value to pay the Beneficiary.

OPTIONAL FORMS OF PAYMENT

Prior to a Withdrawal Start Date you may direct us to apply Participant Account Value as Premium to purchase one of the Annuity forms described in this section. Once the Premium is paid to us, the Participant becomes the Annuitant and the Guaranteed Lifetime Withdrawal Amount is reduced to zero.

The Annuity forms available are a joint and survivor Annuity payable for the life of the Annuitant, with payments of not less than 50% and no more than 100% of the Annuity payments in effect during the Annuitant's lifetime, continuing for the life of the Joint Annuitant after the Annuitant's death.

If the Joint Annuitant is not the Annuitant's spouse, such Joint Annuitant's Age must satisfy the Joint Annuitant's minimum Age limit shown on the Data Pages.

The annual payment rates, Annuity mortality basis and interest rate used are shown on the Data Pages.

SEPARATE ACCOUNT

The Separate Account supports the operation of this Contract and certain other variable annuity contracts we may offer. We will not allocate assets to the Separate Account to support the operation of any contracts that are not variable annuities.

We own the assets in the Separate Account. These assets are held separately from our other assets and are not part of our general account.

The Separate Account is subject to Virginia laws that regulate the operations of insurance companies incorporated in Virginia. The investment policies of the Separate Account will not be changed without any required approval of the Virginia Insurance Commissioner.

Insulation of Assets

The Separate Account assets equal the reserves and other contract liabilities supported by the Separate Account. These assets will not be charged with liabilities arising from any other business we conduct. We have the right to transfer to our general account any assets of the Separate Account that are in excess of such reserves and other contract liabilities.

Subaccounts

The Separate Account consists of those Subaccounts shown on the Data Pages. The Separate Account's income, gains and losses, realized or unrealized, are credited to or charged against the Separate Account, without regard to the income, gains or losses of our general account or of any other separate account. Each Subaccount's income, gains and losses, realized or unrealized, are credited to or charged against such Subaccount, without regard to income, gains or losses of any other Subaccount.

Each Subaccount invests exclusively in shares of a corresponding Portfolio. Shares of a Portfolio are purchased and redeemed at their net asset value per share. Any amounts of income, dividends and gains distributed from the shares of a Portfolio are reinvested in additional shares of that Portfolio at its net asset value.

Changes to the Separate Account and Subaccounts

Where permitted by applicable law, we may:

- Create new separate accounts;
- Combine separate accounts, including the Separate Account;
- Transfer assets of the Separate Account to another separate account;
- Add new Subaccounts to or remove existing Subaccounts from the Separate Account or combine Subaccounts;
- Make Subaccounts (including new Subaccounts) available to such classes of contracts as we may determine;
- Add new Funds or Portfolios or remove existing Funds or Portfolios;
- Substitute new Portfolios for any existing Portfolio whose shares are no longer available for investment;
- Substitute new Portfolios for any existing Portfolio which we determine is no longer appropriate in light of the purposes of the Separate Account;
- Register or deregister the Separate Account under the Investment Company Act of 1940; and
- Operate the Separate Account under the direction of a committee or in any other form permitted by law.

Notwithstanding the foregoing, any transfer, removal, substitution or change shall be made with the prior approval of an appropriate Plan fiduciary, unless such action is dictated by an event outside of our control.

Valuation of Separate Account Assets

We will value the assets of the Separate Account each Valuation Day at their fair market value. Accepted accounting practices and applicable laws and regulations apply.

Valuation Units

Purchase Payments allocated to a Subaccount are converted into Valuation Units. The number of Valuation Units is determined by dividing the dollar amount allocated to each Subaccount by the value of the Valuation Unit for that Subaccount for the Valuation Day on which the Purchase Payment is invested in the Subaccount. Purchase Payments allocated to a Subaccount increase the number of Valuation Units of that Subaccount.

The events which will reduce the number of Valuation Units of a Subaccount are as follows: (i) withdrawals of Contract Value; (ii) payment of Surrender Value upon termination of the Contract; (iii) application of Contract Value to an Annuity; (iv) deduction of applicable Contract charges; (v) deduction of applicable premium taxes; and (vi) transfers between Subaccounts.

Valuation Units are canceled as of the end of the Valuation Period in which we receive notice of the above events.

Valuation Unit Value

The value of a Valuation Unit for each Subaccount was arbitrarily set when the Subaccount began operations. Thereafter, the value of a Valuation Unit at the end of every Valuation Day is the value of the Valuation Unit at the end of the previous Valuation Day multiplied by the net investment factor, as described below. On any day that is a Valuation Day, the Contract Value in a Subaccount is determined by multiplying the number of Valuation Units in that Subaccount by the value of the Valuation Unit for that Subaccount.

Net Investment Factor

The net investment factor is used to measure the investment performance of a Subaccount. The net investment factor for any Subaccount for any Valuation Period is determined by (a) divided by (b), minus (c), where:

- (a) is:
 - (1) the value of the assets in the Subaccount at the end of the preceding Valuation Period; plus
 - (2) the investment income and capital gains, realized or unrealized, credited to those assets at the end of the Valuation Period for which the net investment factor is being determined; minus
 - (3) the capital losses, realized or unrealized, charged against those assets during the Valuation Period; minus
 - (4) any amount charged against the Separate Account for taxes. This includes any amount we set aside during the Valuation Period as a provision for taxes attributable to the operation or maintenance of the Separate Account;
- (b) is the value of the assets in the Subaccount at the end of the preceding Valuation Period; and
- (c) is the sum of (i), (ii) and (iii), where:
 - (i) is a daily factor adjusted for the number of days in the Valuation Period representing the asset charge deducted from the Subaccount;
 - (ii) is a daily factor adjusted for the number of days in the Valuation Period representing any service charge, if applicable, deducted from the Subaccount; and
 - (iii) is a daily factor adjusted for the number of days in the Valuation Period representing any Joint Recipient charge, if applicable, deducted from the Subaccount.

The rates for these charges are shown on the Data Pages.

Withdrawals

When you take a withdrawal from Contract Value, you may tell us how to deduct the withdrawal from the Subaccounts. If you do not, the withdrawal will be deducted from the Subaccounts on a prorata basis. A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a withdrawal. The Portfolio determines the amount of the redemption charge. The charge is retained by or paid to the Portfolio and not by or to us. The redemption charge may affect the number and value of Valuation Units withdrawn from the Subaccount that invests in that Portfolio and, therefore, may affect Contract Value.

TRANSFERS

A transfer may be made between the Subaccounts attributable to a Participant Account, and likewise between Subaccounts attributable to a Participant Withdrawal Account(s). When you establish a Participant Withdrawal Account, a transfer will be made from the Subaccounts attributable to a Participant Account to the Subaccounts attributable to the Participant Withdrawal Account. All other transfers between Subaccounts are prohibited. A transfer between Subaccounts involves redemption of assets from the current Subaccount and a purchase of assets of the new Subaccount. When we perform a transfer, the transfer will not affect the Contract Value on the date of the transfer.

There may only be one Subaccount available under this Contract. However, if there is more than one Subaccount available, you will be limited to the number of monetary transfers allowed among Subaccounts each calendar year. The number of monetary transfers allowed among Subaccounts each calendar year is [three]. If applicable, a request to transfer must be sent to us at our Administrative Office. This request must be in writing or in any form acceptable to us. We may further limit the number and frequency of transfers. We reserve the right to refuse to execute any transfer if any of the Subaccounts that would be affected by the transfer is unable to purchase or redeem shares of the Portfolio in which the Subaccount invests. The transfer will not affect the amount of the Guaranteed Lifetime Withdrawal Amount as of the date of the transfer.

We may restrict transfers. We may limit or modify transfer requests if we determine, in our sole opinion, that transfers made for one or more Participants would be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We may apply restrictions in any manner reasonably designed to prevent any transfer that is considered by us to be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We will not restrict transfers in a manner that would be unfairly discriminatory to the Plan or to Participants. Limitations or modifications that may be applied to transfers may include, but are not limited to:

- imposition of a transfer charge (the maximum amount of any transfer charge is shown on the Data Pages). The transfer charge may affect the number of Valuation Units transferred out of the Subaccount that invests in that Portfolio and, therefore, may affect Contract Value;
- the requirement of a minimum time period between transfers;
- not accepting a transfer request from a third party acting under authorization on behalf of more than one contract owner or Participant;
- limiting the maximum dollar amount of transfers made at any one time or for any given period;
- limiting the maximum number of transfers made in each calendar year or in any given period; or
- requiring that a written transfer request, signed by a contract owner, be provided to us.

To the extent permitted by applicable law, we may not accept or we may defer transfers at any time that we are unable to purchase or redeem shares of any of the Portfolios under the Separate Account. In accordance with applicable law, we may terminate the transfer feature under the Contract at any time.

A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a transfer. The Portfolio determines the amount of the redemption charge and the charge is retained by or paid to the Portfolio and not by or to us. The redemption charge will reduce the dollar amount transferred from the current Subaccount to the new Subaccount and will be treated as a withdrawal.

CONTRACT VALUATION

On the date the initial Purchase Payment is received and accepted by us, Contract Value equals the initial Purchase Payment allocated to each Subaccount. Thereafter, the Contract Value allocated to each Subaccount at the end of each Valuation Period is (a) plus (b) plus (c) minus (d) minus (e) minus (f) minus (g) minus (h), where:

- (a) is the Contract Value allocated to the Subaccount at the end of the preceding Valuation Period, multiplied by the Subaccount's net investment factor for the current Valuation Period;
- (b) is Purchase Payments allocated to the Subaccount during the current Valuation Period;
- (c) is any amount transferred into the Subaccount during the current Valuation Period;
- (d) is any amount transferred out of the Subaccount during the current Valuation Period;
- (e) is any Contract charges and administration charges incurred during the current Valuation Period;
- (f) is any withdrawal made from the Subaccount during the current Valuation Period;
- (g) is any premium tax deductions; and
- (h) is Contract Value that has been applied to an Annuity.

CHARGES

The following charges as shown on the Data Pages may be assessed:

Administration Charge – a charge for establishing and maintaining individual Participant records under the Contract.

Contract Charge – a charge for establishing and maintaining the Contract.

Contract Termination Charge – a charge assessed against Participant Account Value upon termination of the Contract.

The above charges are deducted prorata from the appropriate Subaccounts. The deduction will be treated as a withdrawal from Contract Value. The withdrawal will be allocated to each Participant Account and, except for the Contract termination charge, to each Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

The following charge as shown on the Data Pages is deducted from each Subaccount, assessed on a daily basis and reduces the value of Valuation Units:

Asset Charge – a charge assessed for assuming our financial obligations under the Contract.

The following charges as shown on the Data Pages may be assessed. If assessed, the charge is deducted prorata from the Subaccount(s) attributable to a Participant Withdrawal Account. The charge is assessed on a daily basis, and reduces the value of appropriate Valuation Units:

Joint Recipient Charge – a charge assessed with respect to each Participant who has added a Joint Recipient at a Withdrawal Start Date.

Service Charge – a charge assessed for making individual payments.

Optional Payment of Charges

You may request to pay any of the charges in this section directly to us rather than having the charges deducted as described herein. If charges are to be paid directly, we will notify you of the amount of a charge, as of the date the charge would otherwise have been withdrawn from the appropriate Subaccounts. If we do not receive payment of a charge within [30] days after the date of written notice, the charge will be withdrawn from the Subaccounts. The withdrawal will be allocated to each Participant Account and Participant Withdrawal Account, as applicable. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

Transfer Charge – We may make a charge for transfers as described in the TRANSFERS section.

Other Expense Withdrawals

You may notify us in writing that a Plan expense is to be withdrawn from the Subaccounts. If so, the withdrawal will be allocated to each Participant Account and Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

Change in Charges

We reserve the right to change the charges as shown on the Data Pages. We must send you advance written notice of such change at least [30] days before the change becomes effective.

GENERAL PROVISIONS

Assignment

The Contract may not be sold, assigned, discounted or pledged to any person. It cannot be used as collateral for a loan. It cannot be used as security for the performance of an obligation. It cannot be alienated for any other purpose.

Certificate

Upon your request, we will send you a Certificate or Annuity Certificate, as appropriate, for delivery to each Certificate Owner.

Changes in the Guaranteed Lifetime Withdrawal Factor

We reserve the right to change the Guaranteed Lifetime Withdrawal Factor as of January 1st of each calendar year. If we make a change, we will send you written notice of such change at least [30] days before the change becomes effective. Any change will not affect Guaranteed Lifetime Withdrawal Amounts calculated prior to the effective date of such change.

Contract Suspension and Termination

This Contract will terminate when all assets held under the Contract are distributed.

You may terminate the Contract at any time by providing written notice at least [30] days prior to the effective date of termination.

We reserve the right to suspend the Contract if any of the following events occur:

- (1) non-compliance with any provision of this Contract;
- (2) the Plan is operated or amended in a manner that adversely affects us;
- (3) the Plan Sponsor appoints a recordkeeper that effectively prohibits the administration of this Contract; or
- (4) upon the happening of a Contract suspension event shown on the Data Pages.

We will provide you with written notice that one of these events has occurred. The notice will indicate that we intend to suspend the Contract within [30] days of mailing such notice. The suspension will not take effect if the cause is cured in a manner acceptable to us prior to the intended suspension date. Upon suspension of the Contract, Purchase Payments will not be accepted.

We reserve the right to terminate the Contract if any of the following events occur:

- (1) the Plan fails to qualify or is disqualified under the Code;
- (2) the Plan Sponsor discontinues business operations without arranging for continued administration of the Plan; or
- (3) upon the happening of a Contract termination event shown on the Data Pages.

We will provide you with written notice that one of these events has occurred. The notice will indicate that we intend to terminate the Contract within [30] days of mailing such notice. The termination will not take effect if the cause is cured in a manner acceptable to us prior to the intended termination date.

Upon termination of the Contract, we will pay the Surrender Value to you or to any trustee or investment provider named by you. In the absence of authorized instructions, we may use any legal procedure available to determine to which entity the surrender will be paid. Any costs we incur with respect to such legal procedure shall be deducted from the Surrender Value before distribution.

If the Contract is terminated we will accept a direct rollover of Participant Withdrawal Account Values into an individual retirement annuity contract we then offer. We will also accept a direct rollover of Participant Account Value into an individual retirement annuity contract we then offer, provided that the Participant is entitled to receive an eligible rollover distribution from the Plan.

Deferment of Payments

We will make payment within seven days from the date we receive notice of withdrawal or Contract termination. We may defer these payments when:

- the New York Stock Exchange is closed other than customary weekend and holiday closings; or
- the Securities and Exchange Commission restricts trading on the New York Stock Exchange; or
- the Securities and Exchange Commission determines an emergency exists. Due to the emergency, disposal of securities or the determination of the values of net assets of the Separate Account is not reasonably practical.

We may defer the payment to a Certificate Owner if we reasonably believe that a competing demand for such payment has been or may be made.

We have the right to defer payment that is derived from any amount recently paid to us by check or draft. We will make payment when we are satisfied the check or draft has been paid by the bank on which it is drawn.

Entire Contract

This Contract is a legal contract between you and us and no one else. It is the entire Contract. An agent cannot change this Contract. Any change to the Contract must be in writing and approved by us. Only an authorized officer can give our approval. This Contract will be construed according to the laws of the jurisdiction shown on the Data Pages.

We may amend the Contract when, in our opinion, it is necessary to protect us from any of the following: (i) adverse financial impact due to any modification of the Plan; (ii) adverse financial impact due to changes in the Plan administrative practices; (iii) changes in Plan investment options; and (iv) upon the happening of a Contract amendment event shown on the Data Pages. Any such amendment will take effect no earlier than [30] days from notification. We may also amend the Contract in response to the action of any (i) legislative; (ii) judicial; or (iii) regulatory body. Except as required by law, any such amendment will take effect no earlier than [30] days from notification.

Evidence of Death, Age, Marital Status or Survival

We will require, to be received in our Administrative Office and in a form satisfactory to us, due proof of death, age, marital status or survival and any other required forms before we act on Contract provisions that require such documentation.

Income Tax Qualification

This Contract is intended to qualify for tax treatment under Section 401(g) of the Code. An Annuity is intended to qualify for annuity tax treatment under Code Section 72. The Contract provisions will be interpreted with this intent. We reserve the right to amend this Contract as needed to maintain its tax status under the Code. We will send you a copy of any amendment.

Incontestability

We will not contest this Contract after the Contract Date.

Information – Records

We will need you to furnish all information that we may reasonably require for the administration of this Contract. This information will include, but is not limited to, any amendment or changes to the Plan, the Plan's trust, trustees or fiduciaries. We will not be liable for the fulfillment of any duty until we receive all requested information in a form acceptable to us.

Misstatement of Age or Participant Contract Value

If any Participant, Annuitant, Joint Recipient, or Joint Annuitant's Age is misstated, any Contract benefits will be re-determined using the correct Age. If any overpayments have been made, future payments will be adjusted. Any underpayments will be paid in full.

If any Participant Contract Value is misstated, benefits will be re-determined using the correct timing and value. If any overpayments of charges have been collected, the overpayment will be paid in full. Any underpayments will be collected in full from the Contract Owner.

Nonparticipating

This Contract is nonparticipating. It does not share in our profits or surplus. No dividends are payable.

Premium Tax

Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax from your benefits. Benefits include payments resulting from a withdrawal or an Annuity.

Restrictions and Limitations

This Contract is issued in conjunction with the Plan named on the Data Pages. We will be under no obligation:

- (a) to determine whether any payment or distribution you request complies with the provisions, terms and conditions of the Plan or with applicable law; or
- (b) to administer the Plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984.

Statement of Values

At least once each year, we will send you a Contract statement. The statement will show the Contract Value, number of Valuation Units and the Valuation Unit value as of the end of the period. It will also include Purchase Payments made and charges deducted during the statement period.

Written Notice

All written notices, including proof of death and any required forms, must be sent to our Administrative Office in a form satisfactory to us. All notices must include your name and the Contract number. We will not be responsible for any actions taken prior to our receipt of a valid change request. We will send correspondence relating to your Contract to your last known address.

**GROUP FLEXIBLE PREMIUM VARIABLE
DEFERRED ANNUITY CONTRACT**


**GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY**

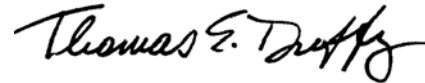
GROUP GUARANTEED LIFETIME WITHDRAWAL CERTIFICATE

Please read your Certificate carefully. This Certificate is a legal contract between the Certificate Owner ("you" or "your") and Genworth Life and Annuity Insurance Company (the "Company", "we", "us" or "our"). We agree to provide guaranteed lifetime withdrawals, subject to Certificate provisions.

PARTICIPANT WITHDRAWAL ACCOUNT VALUE WILL DEPEND ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT. THE VALUE IN THE SEPARATE ACCOUNT MAY INCREASE OR DECREASE DAILY AND IS NOT GUARANTEED AS TO DOLLAR AMOUNT.

For Genworth Life and Annuity Insurance Company,


[PAMELA S. SCHUTZ]
PRESIDENT


[THOMAS E. DUFFY]
SECRETARY

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GROUP GUARANTEED LIFETIME WITHDRAWAL CERTIFICATE
ALLOCATED GUARANTEED RETIREMENT INCOME ANNUITY
NONPARTICIPATING STOCK COMPANY
CUSTOMER SERVICE TELEPHONE [(866) 360-4015]
HOME OFFICE:
[6610 WEST BROAD STREET, RICHMOND, VIRGINIA 23230]
ADMINISTRATIVE OFFICE:
[PO BOX 27601, RICHMOND, VIRGINIA 23286-8786]

Data Pages

Group Contract Number: [0000000000]

Contract Owner: [ABC Corporation Pension Plan]

Plan Sponsor: [ABC Corporation]

Plan: [ABC Corporation Pension Plan]

Certificate Number: [1111111111]

Certificate Owner: [John Doe]
Date of Birth: [March 29, 1944]
Age: [66]

[Joint Recipient: John Doe]
[Date of Birth: March 1, 1944]
[Age: 66]

Withdrawal Start Date: [March 1, 2010]

Guaranteed Lifetime
Withdrawal Factor: [5%]

Initial Unadjusted Guaranteed
Lifetime Withdrawal Amount: [\$ X,XXX.XX]

Adjusted Guaranteed Lifetime
Withdrawal Amount for the
First Withdrawal Year: [\$ X,XXX.XX]
First Withdrawal Year: [March 1, 2010 to March 29, 2010]

IF YOU HAVE A QUESTION, WOULD LIKE TO OBTAIN INFORMATION ABOUT THIS CERTIFICATE,
OR NEED ASSISTANCE RESOLVING A COMPLAINT, PLEASE CALL OUR ADMINISTRATIVE OFFICE
TOLL FREE AT [(866) 360-4015].

Certificate Number: [0000000000]

Separate Account: [Genworth Life & Annuity Group VA Separate Account 2]

Effective: [01/01/06]

Subaccounts

Are Invested In

[*GE Investments Funds, Inc.*]

[GEI Total Return Fund – Class 2]

[Total Return Fund – Class 2]

Asset Charge: [0.60% Annually (0.XXXXXX% Daily)]

[Joint Recipient Charge: 0.25% Annually (0.XXXXXX% Daily)]

Service Charge: [0.15% Annually (0.XXXXXX% Daily)]

Administration Charge: [\$0]

Contract Charge: [\$0]

Maximum Transfer Charge: [\$25]

Portfolio Redemption Charge: [Each Portfolio may impose a redemption charge which it retains.]

[ENDORSEMENT(S)/RIDER(S):

Form Number
Form XXXX

Title
Endorsement XXX

Effective Date
XX/XX/XXXX]

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Copies of any riders and endorsements follow page 15.

DEFINITIONS

Administrative Office – Our Administrative Office that is located at the address shown on the Certificate cover page.

Age – On any date, Age as of the last birthday.

Alternate Payee – An Alternate Payee under a qualified domestic relations order.

Annuity – Distributions to be made in the form of a series of payments as determined under the terms of this Certificate. An Annuity begins whenever the Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount with respect to a Certificate Owner.

Beneficiary – The person or entity entitled to receive any remaining Participant Withdrawal Account Value upon the death of the Certificate Owner and, if applicable, Joint Recipient.

Certificate – This group guaranteed lifetime withdrawal Certificate.

Certificate Owner – The person named on the Data Pages. “You” or “your” refers to the Certificate Owner. All ownership rights with respect to your Certificate shall belong to you or the Joint Recipient if any, as may be determined under the terms of this Certificate or through the operation of law.

Code – The Internal Revenue Code of 1986, as amended.

Company – Genworth Life and Annuity Insurance Company (also referred to as “we”, “us” or “our”).

Contract – The group flexible premium variable deferred annuity Contract with any attached riders, endorsements and certificate forms. The group Contract number is shown on the Data Pages.

Contract Owner – The Contract Owner shown on the Contract Data Pages.

Excess Withdrawal – A Post-Election Withdrawal or portion thereof, that when added to all other Post-Election Withdrawals in a Withdrawal Year exceeds the Guaranteed Lifetime Withdrawal Amount.

Fund – Any open-end management investment company or unit investment trust in which the Separate Account invests.

Guaranteed Lifetime Withdrawal Amount – The total amount we guarantee that a Certificate Owner may withdraw from Participant Withdrawal Account Value in a Withdrawal Year without reducing the Guaranteed Lifetime Withdrawal Amount for later years.

Guaranteed Lifetime Withdrawal Factor – A factor as shown on the Data Pages used in the calculation of the Guaranteed Lifetime Withdrawal Amount.

Joint Recipient – A person selected by the Certificate Owner to succeed to the Certificate Owner's rights under this Certificate and who must be a Plan beneficiary.

Participant – A person who participates in the Plan including a Certificate Owner and anyone who derives an interest as an Alternate Payee or spousal Plan beneficiary.

Participant Withdrawal Account – The account from which Post-Election Withdrawals are taken.

Participant Withdrawal Account Value – As of any Valuation Day the value in a Participant Withdrawal Account.

Plan – The qualified plan shown on the Data Pages.

Post-Election Withdrawal – A gross amount withdrawn from a Participant Withdrawal Account pursuant to the Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on your behalf on or after your Withdrawal Start Date.

Portfolio – A division of a Fund, the assets of which are separate from other Portfolios that may be available in the Fund. Each Portfolio has its own investment objective. Not all Portfolios may be available in all Plans.

Premium – An amount used to purchase an Annuity.

Separate Account – Our segregated asset account as shown on the Data Pages.

Subaccount – A Subaccount of the Separate Account, the assets of which are invested exclusively in a corresponding Portfolio.

Valuation Day – For each Subaccount, each day on which the New York Stock Exchange is open for regular trading, except for days that the Subaccount's corresponding Portfolio does not value its shares. Requests for transactions received on a Valuation Day will be considered to be received on that same Valuation Day or on the next Valuation Day, as determined in accordance with the following procedures. For each Subaccount on each Valuation Day, we process transaction orders for that Subaccount and submit the order to the Portfolio in which the Subaccount invests. In accordance with applicable regulations, each Portfolio establishes a cut-off time by which the Portfolio must receive an order for it to receive the Portfolio's next-calculated net asset value per share. This time is disclosed in each Portfolio's prospectus or declaration of trust and may change from time to time. We have established a cut-off time for each Subaccount by which we must have received a transaction order for it to receive the next-calculated unit value that is based on the next-calculated net asset value per share of the corresponding Portfolio. We set the Subaccount's cut-off time far enough in advance of the corresponding Portfolio's cut-off time to reasonably permit us to process transaction orders and submit the orders to the Portfolio by its cut-off times. There can be no assurance that we will be able to process orders in time for the orders to receive the next-calculated unit value based on the next-calculated net asset value per share of the corresponding Portfolio on every Valuation Day. We may change our cut-off times periodically. All requests for transactions that we receive for a Subaccount after the Subaccount's cut-off time in effect for a Valuation Day will be considered to be received on the next Valuation Day.

Valuation Period – A period that starts at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next succeeding Valuation Day.

Valuation Unit – A unit of measure used in calculating Participant Withdrawal Account Value.

Withdrawal Start Date – The date on which you elected to begin Post-Election Withdrawals.

Withdrawal Year – The first Withdrawal Year is the period of time between the Withdrawal Start Date and your first birthday following the Withdrawal Start Date. Subsequent Withdrawal Years are the one-year periods beginning on each birthday.

WITHDRAWAL TERMS AND CONDITIONS

Payment of Withdrawals

Your Post-Election Withdrawals will be paid in a Withdrawal Year in monthly amounts equal to the Guaranteed Lifetime Withdrawal Amount divided by the number of months in a Withdrawal Year. If however, monthly payments result in Post-Election Withdrawals of less than [\$100], we reserve the right to change the payment schedule so that each payment is at least [\$100]. Other payment schedules may be available. If you take a Post-Election Withdrawal that is not made pursuant to a payment schedule, it must be at least [\$100]. For purposes of this provision any partial month will be treated as a full month.

If the Withdrawal Start Date is not your birthday, the Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year will be adjusted prorata. Your first Withdrawal Year and your adjusted Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year are shown on the Data Pages.

Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date

Your Guaranteed Lifetime Withdrawal Amount is recalculated for each Withdrawal Year on the first Valuation Day following the prior Withdrawal Year. On that date, such Guaranteed Lifetime Withdrawal Amount will be the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount for the prior Withdrawal Year, adjusted for Excess Withdrawals, if any, during the prior Withdrawal Year; and
- (b) is the Participant Withdrawal Account Value multiplied by the Guaranteed Lifetime Withdrawal Factor.

Excess Withdrawals

Whenever an Excess Withdrawal is taken, the Guaranteed Lifetime Withdrawal Amount is immediately reduced. The reduced Guaranteed Lifetime Withdrawal Amount is the Guaranteed Lifetime Withdrawal Amount prior to the Excess Withdrawal multiplied by: one minus the result of (a) divided by (b), where:

- (a) is the Excess Withdrawal amount; and
- (b) is the Participant Withdrawal Account Value immediately prior to processing the Excess Withdrawal.

Required Minimum Distributions

A Certificate Owner who is required to take required minimum distributions will not be considered to have taken Excess Withdrawals unless Post-Election Withdrawals for the Withdrawal Year exceed the greater of: (i) the Guaranteed Lifetime Withdrawal Amount; and (ii) the required minimum distribution amount attributable to the Participant Withdrawal Account for the calendar year ending within the Withdrawal Year.

Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order

Any amounts transferred to an Alternate Payee from a Participant Withdrawal Account pursuant to a qualified domestic relations order (QDRO) will be treated as a Post-Election Withdrawal for purposes of determining your Guaranteed Lifetime Withdrawal Amount.

Certificate Termination Due to Excess Withdrawals

When Excess Withdrawals cause your Guaranteed Lifetime Withdrawal Amount to be less than [\$100], your Certificate will terminate and we will pay the greater of your current Participant Withdrawal Account Value or the present value of the Guaranteed Lifetime Withdrawal Amount in a single sum, calculated using the [Annuity 2000 Mortality Table] and an interest rate of [4%].

Annuity Purchase Due to De Minimus Participant Withdrawal Account Value

When your current Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, your remaining Participant Withdrawal Account Value will be applied as Premium to purchase an Annuity. The Annuity will be a life-contingent fixed Annuity with a guaranteed annual payment equal to the current Guaranteed Lifetime Withdrawal Amount.

If there is no Joint Recipient, the Annuity will be paid while you are living. If there is a Joint Recipient, the Annuity will be paid while either you or the Joint Recipient is living.

If you and the Joint Recipient die before the Premium amount has been received as Annuity payments, we will pay the difference between the Premium and the sum of the Annuity payments received to the designated Beneficiary.

Certificate Owner Death After a Withdrawal Start Date and Before the Purchase of an Annuity

If after a Withdrawal Start Date and before the purchase of an Annuity a Joint Recipient survives the Certificate Owner, the Joint Recipient may continue to take Post-Election Withdrawals, as described in this Certificate. Upon the last death of the Certificate Owner and any Joint Recipient, the Guaranteed Lifetime Withdrawal Amount is reduced to zero. Participant Withdrawal Account Value is then available to the Beneficiary.

SEPARATE ACCOUNT

The Separate Account supports the operation of the Contract and the Certificate.

Subaccounts

The Separate Account consists of those Subaccounts shown on the Data Pages. Each Subaccount's income, gains and losses, realized or unrealized, are credited to or charged against such Subaccount, without regard to income, gains or losses of any other Subaccount.

Each Subaccount invests exclusively in shares of a corresponding Portfolio. Shares of a Portfolio are purchased and redeemed at their net asset value per share. Any amounts of income, dividends and gains distributed from the shares of a Portfolio are reinvested in additional shares of that Portfolio at its net asset value.

Valuation of Separate Account Assets

We will value the assets of the Separate Account each Valuation Day at their fair market value. Accepted accounting practices and applicable laws and regulations apply.

Valuation Units

Your initial Participant Withdrawal Account Value was converted into Valuation Units for each Subaccount as of the Valuation Day your Participant Withdrawal Account was established. The number of Valuation Units was determined by dividing the dollar amount allocated to each Subaccount by the value of the Valuation Unit for that Subaccount.

The events which will reduce the number of Valuation Units of a Subaccount are as follows: (i) withdrawals of Participant Withdrawal Account Value; (ii) application of Participant Withdrawal Account Value to an Annuity; (iii) deduction of applicable Contract charges; (iv) deduction of applicable premium taxes; and (v) transfers between Subaccounts.

Valuation Units are canceled as of the end of the Valuation Period in which we receive notice regarding items (i), (ii), (iii), (iv), and (v) above.

Valuation Unit Value

The value of a Valuation Unit at the end of every Valuation Day is the value of the Valuation Unit at the end of the previous Valuation Day multiplied by the net investment factor, as described below. On any day that is a Valuation Day, the Participant Withdrawal Account Value in a Subaccount is determined by multiplying the number of Valuation Units in that Subaccount by the value of the Valuation Unit for that Subaccount.

Net Investment Factor

The net investment factor is used to measure the investment performance of a Subaccount. The net investment factor for any Subaccount for any Valuation Period is determined by (a) divided by (b), minus (c), where:

- (a) is:
 - (1) the value of the assets in the Subaccount at the end of the preceding Valuation Period; plus
 - (2) the investment income and capital gains, realized or unrealized, credited to those assets at the end of the Valuation Period for which the net investment factor is being determined; minus
 - (3) the capital losses, realized or unrealized, charged against those assets during the Valuation Period; minus
 - (4) any amount charged against the Separate Account for taxes. This includes any amount we set aside during the Valuation Period as a provision for taxes attributable to the operation or maintenance of the Separate Account;
- (b) is the value of the assets in the Subaccount at the end of the preceding Valuation Period; and
- (c) is the sum of (i), (ii) and (iii), where:
 - (i) is a daily factor adjusted for the number of days in the Valuation Period representing the asset charge deducted from the Subaccount;
 - (ii) is a daily factor adjusted for the number of days in the Valuation Period representing any service charge, if applicable, deducted from the Subaccount; and
 - (iii) is a daily factor adjusted for the number of days in the Valuation Period representing any Joint Recipient charge, if applicable, deducted from the Subaccount.

The rates for these charges are shown on the Data Pages.

Withdrawals

When a withdrawal is taken from Participant Withdrawal Account Value, you may direct how to deduct the withdrawal from the Subaccounts. If you do not, the withdrawal will be deducted from the Subaccounts on a prorata basis. A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a withdrawal. The Portfolio determines the amount of the redemption charge. The charge is retained by or paid to the Portfolio and not by or to us. The redemption charge may affect the number and value of Valuation Units withdrawn from the Subaccount that invests in that Portfolio and, therefore, may affect Participant Withdrawal Account Value.

TRANSFERS

A transfer may be made between the Subaccounts attributable to a Participant Withdrawal Account(s). All other transfers between Subaccounts are prohibited. A transfer between Subaccounts involves redemption of assets from the current Subaccount and a purchase of assets of the new Subaccount. When we perform a transfer, the transfer will not affect Participant Withdrawal Account Value on the date of the transfer.

There may only be one Subaccount available under the Contract. However, if there is more than one Subaccount available, you will be limited to the number of monetary transfers allowed among Subaccounts each calendar year. The number of monetary transfers allowed among Subaccounts each calendar year is [three]. If applicable, a request to transfer must be sent to us at our Administrative Office. This request must be in writing or in any form acceptable to us. We may further limit the number and frequency of transfers. We reserve the right to refuse to execute any transfer if any of the Subaccounts that would be affected by the transfer is unable to purchase or redeem shares of the Portfolio in which the Subaccount invests. The transfer will not affect the amount of the Guaranteed Lifetime Withdrawal Amount as of the date of the transfer.

We may restrict transfers. We may limit or modify transfer requests if we determine, in our sole opinion, that transfers made for one or more Participants would be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We may apply restrictions in any manner reasonably designed to prevent any transfer that is considered by us to be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We will not restrict transfers in a manner that would be unfairly discriminatory to the Plan or to Participants. Limitations or modifications that may be applied to transfers may include, but are not limited to:

- imposition of a transfer charge (the maximum amount of any transfer charge is shown on the Data Pages). The transfer charge may affect the number of Valuation Units transferred out of the Subaccount that invests in that Portfolio and, therefore, may affect Participant Withdrawal Account Value;
- the requirement of a minimum time period between transfers;
- not accepting a transfer request from a third party acting under authorization on behalf of more than one contract owner or Participant;
- limiting the maximum dollar amount of transfers made at any one time or for any given period;
- limiting the maximum number of transfers made in each calendar year or in any given period; or
- requiring that a written notice of a transfer request be provided to us.

To the extent permitted by applicable law, we may not accept or we may defer transfers at any time that we are unable to purchase or redeem shares of any of the Portfolios under the Separate Account. In accordance with applicable law, we may terminate the transfer feature under the Contract at any time.

A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a transfer. The Portfolio determines the amount of the redemption charge and the charge is retained by or paid to the Portfolio and not by or to us. The redemption charge will reduce the dollar amount transferred from the current Subaccount to the new Subaccount and will be treated as a withdrawal.

PARTICIPANT WITHDRAWAL ACCOUNT VALUATION

On the date the Participant Withdrawal Account is established, initial Participant Withdrawal Account Value equals the amount allocated to each Subaccount. Thereafter, Participant Withdrawal Account Value allocated to each Subaccount at the end of each Valuation Period is (a) minus (b) minus (c) minus (d) minus (e) minus (f), where:

- (a) is the Participant Withdrawal Account Value allocated to the Subaccount at the end of the preceding Valuation Period, multiplied by the Subaccount's net investment factor for the current Valuation Period;
- (b) is any amount transferred out of the Subaccount during the current Valuation Period;
- (c) is any Contract charges and administration charges incurred during the current Valuation Period;
- (d) is any withdrawal made from the Subaccount during the current Valuation Period;
- (e) is any premium tax deductions; and
- (f) is Participant Withdrawal Account Value that has been applied to an Annuity.

CHARGES

The following charges as shown on the Data Pages may be assessed:

Administration Charge – a charge for establishing and maintaining individual records under the Contract.

Contract Charge – a charge for establishing and maintaining the Contract.

The above charges are deducted prorata from the appropriate Subaccounts. The deduction will be treated as a withdrawal from Participant Withdrawal Account. The withdrawal will be allocated to each Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the WITHDRAWAL TERMS AND CONDITIONS section, unless otherwise waived by us.

The following charges as shown on the Data Pages are deducted from each Subaccount, assessed on a daily basis and reduce the value of Valuation Units:

Asset Charge – a charge assessed for assuming our financial obligations under the Contract.

The following charge as shown on the Data Pages may be assessed. If assessed, the charge is deducted prorata from the Subaccount(s) attributable to a Participant Withdrawal Account. The charge is assessed on a daily basis, and reduces the value of appropriate Valuation Units:

Joint Recipient Charge – a charge assessed with respect to each Certificate Owner who has added a Joint Recipient at a Withdrawal Start Date.

Service Charge – a charge assessed for making individual payments.

Optional Payment of Charges

The Contract Owner may request to pay any of the charges in this section directly to us rather than having the charges deducted as described herein. If we agree, the Contract Owner will pay the charges and to the extent that they are so paid we will not deduct them.

Transfer Charge – We may make a charge for transfers as described in the TRANSFERS section.

Other Expense Withdrawals

The Contract Owner may notify us in writing that a Plan expense is to be withdrawn from the Subaccounts. Any withdrawal allocated to your Participant Withdrawal Account will adjust your Guaranteed Lifetime Withdrawal Amount as described in the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the WITHDRAWAL TERMS AND CONDITIONS section, unless otherwise waived by us.

Change in Charges

We reserve the right to change the charges as shown on the Data Pages. We must send the Contract Owner advance written notice of such change at least [30] days before the change becomes effective.

GENERAL PROVISIONS

Assignment

This Certificate may not be sold, assigned, discounted or pledged to any person. It cannot be used as collateral for a loan. It cannot be used as security for the performance of an obligation. It cannot be alienated for any other purpose.

Changes in the Guaranteed Lifetime Withdrawal Factor

We reserve the right to change the Guaranteed Lifetime Withdrawal Factor as of January 1st of each calendar year. If we make a change, we will send you written notice of such change at least [30] days before the change becomes effective. Any change will not affect Guaranteed Lifetime Withdrawal Amounts calculated prior to the effective date of such change.

Contract Termination

Pursuant to the terms of the Contract, the Contract may be terminated. If the Contract is terminated we will accept a direct rollover of Participant Withdrawal Account Value into an individual retirement annuity contract we then offer. We will also accept a direct rollover of Participant Account Value into an individual retirement annuity contract we then offer, provided that the Participant is entitled to receive an eligible rollover distribution from the Plan.

Deferment of Payments

We will make payment within seven days from the date we receive notice of withdrawal. We may defer these payments when:

- the New York Stock Exchange is closed other than customary weekend and holiday closings; or
- the Securities and Exchange Commission restricts trading on the New York Stock Exchange; or
- the Securities and Exchange Commission determines an emergency exists. Due to the emergency, disposal of securities or the determination of the values of net assets of the Separate Account is not reasonably practical.

We may defer the payment to you if we reasonably believe that a competing demand for such payment has been or may be made.

We have the right to defer payment that is derived from any amount recently paid to us by check or draft. We will make payment when we are satisfied the check or draft has been paid by the bank on which it is drawn.

Evidence of Death, Age, Marital Status or Survival

We will require, to be received in our Administrative Office and in a form satisfactory to us, due proof of death, age, marital status or survival and any other required forms before we act on Certificate provisions that require such documentation.

Income Tax Qualification

This Certificate is intended to qualify for tax treatment under Section 401(g) of the Code. An Annuity is intended to qualify for annuity tax treatment under Code Section 72. The Certificate provisions will be interpreted with this intent. We reserve the right to amend this Certificate as needed to maintain its tax status under the Code

Incontestability

We will not contest this Certificate after the Certificate Date.

Misstatement of Age or Participant Withdrawal Account Value

If any Certificate Owner or Joint Recipient's Age is misstated, any Certificate benefits will be re-determined using the correct Age. If any overpayments have been made, future payments will be adjusted. Any underpayments will be paid in full.

If any Participant Withdrawal Account Value is misstated, benefits will be re-determined using the correct timing and value. If any overpayments of charges have been collected, the overpayment will be paid in full. Any underpayments of charges will be collected in full from the Certificate Owner.

Nonparticipating

This Certificate is nonparticipating. It does not share in our profits or surplus. No dividends are payable.

Premium Tax

Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax from your benefits. Benefits include payments resulting from a withdrawal or an Annuity.

Restrictions and Limitations

This Certificate is issued in conjunction with the Plan named on the Data Pages. We will be under no obligation:

- (a) to determine whether any payment or distribution you request complies with the provisions, terms and conditions of the Plan or with applicable law; or
- (b) to administer the Plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984.

Written Notice

All written notices, including proof of death and any required forms, must be sent to our Administrative Office in a form satisfactory to us. All notices must include your name and the Certificate number. We will not be responsible for any actions taken prior to our receipt of a valid change request. We will send correspondence relating to your Certificate to your last known address.

**GROUP GUARANTEED LIFETIME WITHDRAWAL
CERTIFICATE**

**GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY**

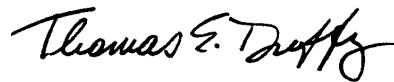
GROUP SINGLE PREMIUM IMMEDIATE ANNUITY CERTIFICATE

Please read your Certificate carefully. This group single premium immediate annuity Certificate is a legal contract between the Certificate Owner ("you" or "your") and Genworth Life and Annuity Insurance Company (the "Company," "we," "us," or "our"). We agree to pay you Income Payments specified in the Data Pages, subject to Certificate provisions.

For Genworth Life and Annuity Insurance Company,



[
PAMELA S. SCHUTZ]
PRESIDENT



[
THOMAS E. DUFFY]
SECRETARY

GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GROUP SINGLE PREMIUM IMMEDIATE ANNUITY CERTIFICATE
ALLOCATED IMMEDIATE INCOME
NONPARTICIPATING STOCK COMPANY
CUSTOMER SERVICE TELEPHONE [866 360.4015]
HOME OFFICE:
[6610 WEST BROAD STREET, RICHMOND, VIRGINIA 23230]
ADMINISTRATIVE OFFICE:
[PO BOX 27601, RICHMOND, VIRGINIA 23286-8786]

Data Pages

Group Contract Number: [0000000000]
Group Contract Owner: [Wilmington Trust Company]
[Plan: ABC Corporation Pension Plan]
Certificate Owner: [John Doe]
Certificate Date: [June 08, 2008]
Annuitant: [John Doe]
 Date of Birth: [February 1, 1944]
 Age: [66]
[Joint Annuitant: Jane Doe]
 [Date of Birth: March 1, 1944]
 [Age: 66]
Certificate Number: [222222222]
Income Start Date: [March 1, 2010]
Income Plan: [Joint and Survivor life income]
Single Premium: [\$ 250,000.00]
Income Payment: [\$1,000.00]
Income Mode: [Monthly]

[ENDORSEMENT(S)/RIDER(S)]

Form Number
Form XXXX

Title
Endorsement XXX

Effective Date
XX/XX/XXXX]

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Copies of any riders and endorsements follow page 6.

DEFINITIONS

Administrative Office – Our Administrative Office that is located at the address shown on the cover page.

Age – As of any date, Age as of last birthday.

Annuitant – The individual named on the Data Pages whose Age is used in determining the amount of the Income Payments. The Annuitant cannot be changed.

Certificate – This single premium immediate annuity certificate.

Certificate Date – The date this Certificate became effective as shown on the Data Pages.

Certificate Owner – The individual named on the Data Pages. “You” or “your” in the Certificate refers to the Certificate Owner. If you die, any Joint Annuitant will be entitled to exercise the rights under this Certificate.

Company – Genworth Life and Annuity Insurance Company (also referred to as “we,” “us,” or “our”).

Income Date – The date on which an Income Payment is scheduled to be made.

Income Mode – The frequency at which Income Payments will be made.

Income Payments – The series of periodic payments that are scheduled to begin on the Income Start Date. The Income Payment is shown on the Data Pages.

Income Plan – The Income Plan shown on the Data Pages.

Income Start Date – The date Income Payments begin as shown on the Data Pages.

Joint Annuitant – The individual named on the Data Pages whose Age is used in combination with the Annuitant’s Age in determining the amount of the Income Payments. The Joint Annuitant cannot be changed.

Notice – A written notice received at the Company’s Administrative Office in a form acceptable to us.

GENERAL PROVISIONS

Assignment

This Certificate may not be sold, assigned, discounted or pledged to any person. It cannot be used as collateral for a loan. It cannot be used as security for the performance of an obligation. It cannot be alienated for any other purpose.

Incontestability

This Certificate is incontestable.

Misstatement

If an Annuitant's or Joint Annuitant's Age has been misstated, we will adjust the amount payable to that amount which the single premium paid would have purchased based on the correct information. We will recover overpayments from any remaining Income Payments. Income Payments, if any, will resume after the overpayment is made up. We may also recover overpayments from you.

Underpayments will be paid immediately. There shall be no interest payable on overpayments or paid on underpayments.

Nonparticipating

This Certificate does not share in any distribution of surplus. No dividends are payable.

Payments

All Income Payments are specified in the Data Pages. Income Payments may not be advanced, accelerated, or commuted. Income Payments will not be made in amounts less than \$100.00. We may use a less frequent Income Mode to make Income Payments at least equal to this minimum.

We will make all Income Payments in U.S. dollars. We reserve the right to refuse to send Income Payments to an address other than a U.S. address.

Anyone who receives Income Payments that should not have been made will be liable to us for the amount of those payments.

Proof of the death of an Annuitant or Joint Annuitant must be furnished to the Administrative Office. We have the right before making each Income Payment to require proof that an Annuitant or Joint Annuitant is alive on the Income Date.

No payment will be made for the period between the date of the last surviving Annuitant's death and the Income Date that immediately preceded the date of death.

This Certificate has no cash surrender value.

Notice

All Notices, including proof of death and any required forms, must be sent to our Administrative Office. All Notices must include Certificate Owner's name and the Certificate number. We will not be responsible for any actions taken prior to our receipt of a valid change request. We will send correspondence relating to this Certificate to your last known address.

**GROUP SINGLE PREMIUM IMMEDIATE
ANNUITY CERTIFICATE**

**GENWORTH LIFE AND ANNUITY
INSURANCE COMPANY**

**GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
WITHDRAWAL START DATE STEP-UP ENDORSEMENT**

This endorsement modifies the specified provisions of your CONTRACT.

ACTIONS TAKEN AS OF THE WITHDRAWAL START DATE

The **Calculation of Guaranteed Lifetime Withdrawal Amount on a Withdrawal Start Date** provision is deleted in its entirety and replaced with the following:

Calculation of Guaranteed Lifetime Withdrawal Amount on a Withdrawal Start Date


As of the Withdrawal Start Date, the Guaranteed Lifetime Withdrawal Amount is determined by taking the greater of (a) and (b), multiplied by (c) and, if applicable, multiplied by (d), where:

- (a) is the existing Guaranteed Lifetime Withdrawal Amount;
- (b) is the Guaranteed Lifetime Withdrawal Factor multiplied by the Participant Withdrawal Account Value on the Withdrawal Start Date;
- (c) is the appropriate adjustment factor shown on the Data Pages as of the Withdrawal Start Date; and
- (d) is the Joint Recipient factor as of the Withdrawal Start Date.

If the Withdrawal Start Date is not the Participant's birthday, the Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year will be adjusted prorata for the number of days between the Withdrawal Start Date and the next birthday. In this case, the adjusted prorata Guaranteed Lifetime Withdrawal Amount during the first Withdrawal Year is (a) multiplied by (b) divided by (c), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount;
- (b) is the number of days between the Withdrawal Start Date and the next birthday; and
- (c) is 365.

For Genworth Life and Annuity Insurance Company,

[]

President

Group Variable Annuity Application

Genworth Life and Annuity Insurance Company

Annuity Name: **[SureChoiceSM Group Variable Annuity]**

Application is made by the undersigned for a Group Flexible Premium Variable Deferred Annuity Contract. By signing this Application:

- Applicant represents and warrants that Applicant has the legal authority to contract on behalf of the Plan;
- **Applicant understands that all payments and values provided by the Contract, when based on the experience of the Separate Account, are variable and are not guaranteed as to dollar amount;**
- Applicant believes this Contract will meet the Plan's insurance needs and financial objectives; and
- Applicant represents that Applicant has read the **Fraud and Disclosure Statements** attached as Schedule A to this Application.

CONTRACT OWNER INFORMATION

Full Legal Name of Contract Owner		State of Issue	
Address	City	State	Zip Code
Contact Person	Contact Person Telephone No.	Contact Person e-mail	

PLAN AND TRUST INFORMATION

Plan Name
Recordkeeper
<input type="radio"/> Qualified Plan* (specify type) _____ <input type="radio"/> Non-Qualified Plan (specify type) _____

*If the Plan covers employees, some or all of whom are employees within the meaning of section 401(c)(1) of the Internal Revenue Code, the Applicant or other individual authorized by the Plan must certify to the Plan's legal capacity to invest in the Contract. See Schedule B.

Full Legal Name of Plan Sponsor	Plan Sponsor Employer ID No.	
Contact Person	Contact Person Telephone No.	Contact Person e-mail
Full Legal Name of Plan Trust (If different than Contract Owner)	Plan Trust Tax ID No.	

TRUSTEE INFORMATION

Full Legal Name of Trustee			
Address	City	State	Zip Code
Contact Person	Contact Person Telephone No.	Contact Person e-mail	

SIGNATURE

If this Application is being signed in Florida, Georgia or Tennessee, the following question must be answered by the Applicant.

Is the proposed annuity replacing and/or exchanging any existing annuity or insurance product currently within the investment portfolio of a defined contribution plan? ☐ Yes ☐ No

Name of Plan's Contract Owner	Title	Signature	Date
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REPRESENTATIVE/AGENT INFORMATION & SIGNATURE

Representative/ Agent Name	Social Security No. or Tax ID No. (FL-License ID No.)
Broker/ Dealer Name	Representative/ Agent Telephone No.

If this Application is being signed in Florida, Georgia or Tennessee, the following question must be answered by the Representative/Agent.

Do you have any reason to believe the Plan identified above is a defined contribution plan and the proposed annuity contract will replace and/or exchange any existing annuity or insurance product currently within the investment portfolio of the plan? ☐ Yes ☐ No

Signature of Representative/Agent	Date
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SCHEDULE A**FRAUD AND DISCLOSURE STATEMENTS**

ARIZONA, PLEASE NOTE: RIGHT TO EXAMINE On written request, the Company will provide to the Contract Owner within a reasonable time, reasonable factual information regarding the benefits and provisions of this Contract. If for any reason the Contract Owner is not satisfied, the Contract may be returned to the Company or producer within 10 days after delivery (or within 30 days after delivery if the Contract Owner is 65 years of age or older), and the Contract Value will be returned.

ARKANSAS, KENTUCKY, LOUISIANA, NEW MEXICO, OHIO, AND PENNSYLVANIA, PLEASE NOTE: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

COLORADO, PLEASE NOTE: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA, WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA, PLEASE NOTE: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

MAINE, TENNESSEE, VIRGINIA, WASHINGTON, PLEASE NOTE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NEW JERSEY, PLEASE NOTE: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

OKLAHOMA, WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

ALL OTHER STATES, PLEASE NOTE: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

SCHEDULE B

I hereby certify that the employer who sponsors the Plan referenced in this Application is either (a) a financially sophisticated law, accounting, investment banking, pension consulting or investment advisory firm that is engaged in furnishing services of the type that involve such knowledge and experience in financial and business matters that the employer is able to represent adequately the interests of the employer and its employees, or (b) that in connection with the Plan, the employer has obtained the advice of a person or entity that (A) is not a financial institution providing any funding vehicle for the Plan, and is neither an affiliated person as defined in section 2(a)(3) of the Investment Company Act of 1940, nor a person who has a material business relationship with a financial institution providing a funding vehicle for the Plan; and (B) is, by virtue of knowledge and experience in financial and business matters, able to represent adequately the interests of the employer and its employees.

Name of Plan's Contract Owner

Title

Signature

Date

SERFF Tracking Number: *GEFA-125595805* *State:* *Arkansas*
Filing Company: *Genworth Life and Annuity Insurance Company* *State Tracking Number:* *38640*
Company Tracking Number: *MP7175 12/07*
TOI: *A03G Group Annuities - Deferred Variable* *Sub-TOI:* *A03G.002 Flexible Premium*
Product Name: *Group Flexible Premium Variable Deferred Annuity*
Project Name/Number: *SureChoice (MP7175 12/07, P7175 12/07, P7176 12/07, P5408 3/08, 39908 03/2008)/MP7175 12/07, et al*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GEFA-125595805 State: Arkansas
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 38640
Company Tracking Number: MP7175 12/07
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: Group Flexible Premium Variable Deferred Annuity
Project Name/Number: SureChoice (MP7175 12/07, P7175 12/07, P7176 12/07, P5408 3/08, 39908 03/2008)/MP7175 12/07, et al

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 04/17/2008
Comments:
Attachment:
ARcert.pdf

Review Status:

Satisfied -Name: Application 04/04/2008
Comments:
The application for these forms are attached to the Form Schedule tab.

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 04/04/2008
Comments:
Attachment:
ActMemo.pdf

Review Status:

Satisfied -Name: Variability Certification 04/08/2008
Comments:
Attachment:
CertVar.pdf

ARKANSAS CERTIFICATION

MP7175 12/07, Group Flexible Premium Variable Deferred Annuity Contract
P7175 12/07, Group Guaranteed Lifetime Withdrawal Certificate
P7176 12/07, Group Single Premium Immediate Annuity Certificate
P5408 03/08, Withdrawal Start Date Step-Up Endorsement
39908 03/2008, Group Variable Annuity Application

We certify to the following:

- We have reviewed our issue procedures and can assure you that we are in compliance with Ark. Code Ann. 23-79-138.
- We have reviewed our issue procedures and can assure you that we are in compliance with Regulation 49.
- We are in compliance with Regulation 19§10B as well as all applicable requirements of your Department.
- We have reviewed Regulation 6 (and/or §054 00 CARR 006) and can assure you that we are in compliance with all applicable requirements of your Department.
- To the best of our knowledge and belief, the Flesch Score of the below referenced forms meet any readability requirements in effect in your state. The combined Flesch Score for the following forms is:

FORM NUMBER

FLESCH SCORE

MP7175 12/07
P7175 12/07
P7176 12/07
P5408 03/08
39908 03/2008

Exempt as it serves as a deferred compensation plan.
Exempt as it serves as a deferred compensation plan.
Exempt as it serves as a deferred compensation plan.
Exempt as it serves as a deferred compensation plan.
Exempt as it serves as a deferred compensation plan.

For Genworth Life and Annuity Insurance Company,

By: _____

Vice President, Product Compliance



GENWORTH LIFE AND ANNUITY INSURANCE COMPANY
Forms MP7175 12/07, P7175 12/07, P7176 12/07 and P5408 3/08
Actuarial Memorandum

General Description

Form MP7175 is a group flexible premium variable deferred annuity contract. MP7175 12/07 will be marketed to Plan Sponsors for the benefit of their employees under a retirement or eligible deferred compensation plan described under § 401(a) and § 457(b) of the Internal Revenue code. Purchase payments are allocated to separate account investment options. A fixed account investment option is not available.

This contract allows participants to make withdrawals from their Participant Withdrawal Account Value up to a guaranteed limit in each year until the death of the participant, or until death of the last survivor if a joint and survivor payout is chosen. The election to begin this lifetime withdrawal guarantee is not available until the participant reaches the Guaranteed Lifetime Withdrawal Age. After this election is made, total withdrawals from Participant Withdrawal Account Value during a year that exceed the guaranteed limit will reduce the guaranteed limit for future years. If the Participant Withdrawal Account Value falls below the guaranteed limit, fixed payments will be made each year thereafter until the death of the participant or last survivor, if applicable, in the amount of the annual guaranteed limit .

The Guaranteed Lifetime Withdrawal Amount is stepped up for favorable market performance on each birthday of the participant. If the elected withdrawal start date is a day other than the participant's birthday, Form P5408 3/08 endorses MP7175 12/07 to grant a step up of the guaranteed withdrawal limit on the withdrawal start date.

Form P7175 12/07 is the individual certificate that is issued to a group plan participant at the commencement of guaranteed living withdrawal benefits. The certificate provides the details of the guaranteed living withdrawal benefit, as contained in the group contract MP7175 12/07. The Guaranteed Lifetime Withdrawal Factor listed on the Certificate will reflect all appropriate adjustments due to the attained age of the participant and election of a joint recipient (if applicable) as of the Withdrawal Start Date.

Prior to the withdrawal start date a participant may choose an optional form of joint and survivor life fixed annuity payout. Form P7176 is a single premium immediate annuity certificate to be issued to a participant upon making this election.

Features And Benefits

Guaranteed Lifetime Withdrawal Factor

The Guaranteed Lifetime Withdrawal Factor is used in calculating the guaranteed annual withdrawal limit for a participant. This guaranteed annual withdrawal limit is referred to as the Guaranteed Lifetime Withdrawal Amount. The lifetime withdrawal factor used in the calculation of the Guaranteed Lifetime Withdrawal Amount prior to a withdrawal start date is given on the master group contract data pages. The Guaranteed Lifetime Withdrawal Amount is adjusted based on the attained age of the participant as of the withdrawal start date, and is adjusted if a joint and survivor withdrawal guarantee is chosen. After electing the withdrawal start date, the Guaranteed Lifetime Withdrawal Factor that is shown on Certificate data pages will reflect the attained age and joint and survivor adjustments, and it is this factor with all adjustments that is used in calculating the Guaranteed Lifetime Withdrawal Amount after the withdrawal start date.

Guaranteed Lifetime Withdrawal Amount

The group contract essentially discusses two phases. The accumulation phase is the time prior to making election to begin the guaranteed annual lifetime withdrawals (called Pre-Withdrawal Start Date Phase in the contract). The chosen withdrawal start date marks the beginning of the second phase (the payout phase – called Post Withdrawal Start Date Phase in the contract). During the accumulation phase, a Guaranteed Lifetime Withdrawal Amount is accrued through purchase payments and annual (birthday) step-ups of the accruing Guaranteed Lifetime Withdrawal Amount. When the actual withdrawal start date is then chosen, the attained age adjustment and any joint and survivor adjustment is made to the accrued Guaranteed Lifetime Withdrawal Amount and the resulting value becomes the Guaranteed Lifetime Withdrawal Amount as the second phase begins. Annual birthday step-ups continue during this second phase.

The initial Guaranteed Lifetime Withdrawal Amount for a participant is determined at the time a Participant Account is established with an initial Purchase Payment, and is calculated by multiplying (a) and (b), where:

- (a) is the initial Purchase Payment; and
- (b) is the Guaranteed Lifetime Withdrawal Factor.

Subsequently, the Guaranteed Lifetime Withdrawal Amount will increase with additional Purchase Payments by the amount of the additional Purchase Payment multiplied by the Guaranteed Lifetime Withdrawal Factor. In addition, the Guaranteed Lifetime Withdrawal Amount could increase due to market performance on each participant's birthday. A withdrawal from a Participant Account prior to commencing withdrawals of the Guaranteed Lifetime Withdrawal Amount will reduce the Guaranteed Lifetime Withdrawal Amount pro-rata, based on the full amount of the withdrawal to the participant's account value immediately prior to the withdrawal.

On the Withdrawal Start Date elected by the participant, the Guaranteed Lifetime Withdrawal Amount is calculated by taking (a) multiplied by (b) and, if applicable, multiplied by (c), where:

- (a) is the existing Guaranteed Lifetime Withdrawal Amount;
- (b) is the adjustment factor for the commencement of withdrawals with respect to the participant's attained age as of the Withdrawal Start Date (shown on the group contract's data pages); and
- (c) is the joint recipient factor based on the age difference of the participant and the joint recipient.

If the Withdrawal Start Date does not fall on a birthday, then the first withdrawal year runs from the Withdrawal Start Date to the next birthday, and the Guaranteed Lifetime Withdrawal Amount as calculated above is reduced for the first withdrawal year in proportion to the length of the shortened first withdrawal year. Thereafter, at the end of each withdrawal year, the Guaranteed Lifetime Withdrawal Amount is recalculated for the next year as the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount for the year just ended; and
- (b) is the participant's current withdrawal account value multiplied by the Guaranteed Lifetime Withdrawal Factor reflecting all appropriate adjustments.

When a withdrawal plus all prior withdrawals within a withdrawal year exceed the Guaranteed Lifetime Withdrawal Amount for that year, the Guaranteed Lifetime Withdrawal Amount is immediately reduced prorata, based on the amount of withdrawal in excess of the year's Guaranteed Lifetime Withdrawal Amount to the participant's withdrawal account value immediately prior to the excess withdrawal.

Withdrawals taken in excess of the Guaranteed Lifetime Withdrawal Amount to meet minimum distribution requirements under the Internal Revenue Code will not reduce the Guaranteed Lifetime Withdrawal Amount.

Fixed Payments

When the participant's withdrawal account value falls below the Guaranteed Lifetime Withdrawal Amount, fixed payments will be made each year thereafter for the participant's lifetime, or the lifetime of the last survivor, if applicable, equal to the Guaranteed Lifetime Withdrawal Amount.

Optional Form of Payment

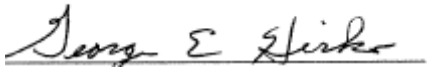
Participants may choose to purchase a joint and survivor fixed annuity at any time prior to the withdrawal start date. The annual payment rate is based on the Annuity 2000 Mortality Table (unisex – female). The interest rate used may vary from 1% to 5%. The rate used in the table of annual payout rates given in the sample group contract is 1%.

Contract Charges

Contract value is subject to a daily asset charge, which is reflected in the Valuation Unit value that is applicable during the accumulation phase. Other charges may include a contract charge, annual administration charge, joint recipient charge, contract redemption charge and a one-time charge upon contract termination. A daily asset service charge may be assessed during the Post Withdrawal Start Date Phase, which would be reflected in the Valuation Unit value that is applicable during this phase. The employer may pay these other charges directly rather than having them assessed against the contract value.

Nonforfeiture Values

These forms are variable annuity contracts having no fixed account investment options and purchased under a retirement plan or plan of deferred compensation established or maintained by a plan sponsor for the benefit of their employees. The contract is accordingly exempt from nonforfeiture requirements. Contract value that has been applied to purchase annuity income is not available for withdrawal or surrender.

A handwritten signature in cursive script, reading "George E. Hirko", written over a horizontal line.

George Hirko, FSA, MAAA
Actuary

CERTIFICATION OF VARIABILITY

MP7175 12/07, Group Flexible Premium Variable Deferred Annuity Contract
P7175 12/07, Group Guaranteed Lifetime Withdrawal Certificate
P7176 12/07, Group Single Premium Immediate Annuity Certificate
P5408 03/08, Withdrawal Start Date Step-Up Endorsement
39908 03/2008, Group Variable Annuity Application

We certify that the ranges bracketed will be as follows:

MP7175 12/07, GROUP FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Officer Signatures

Current officer signatures will appear.

Home Office – Administrative Office – Customer Service Telephone Number

Current home office and administrative addresses and customer service telephone number at issue will appear.

CONTRACT DATA PAGE

Contract Number

Contract's number will appear.

Contract Date

The date the Contract is issued will appear.

Contract Owner

Contract Owner name will appear.

Issued In

State of issue will appear.

Plan Sponsor

If a plan is applicable to the contract, the plan sponsor's name will appear.
If a plan is not applicable to the contract, the word "None" will appear.

Plan

If a plan is applicable to the contract, the plan's name will appear.
If a plan is not applicable to the contract, the word "None" will appear.

Enrollment Age

Minimum enrollment age is 16 and maximum is 100.

Guaranteed Lifetime Withdrawal Age

The minimum withdrawal age will never be less than 30 or more than 80.

Guaranteed Lifetime Withdrawal Factor

The minimum percentage will never be less than 1% or more than 7%.

Adjustment Factor

Age at Withdrawal Start Date – minimum will never be less than 30 or more than 80.
Adjustment Factor – minimum will never be less than 0.5 or more than 1.0.

Joint Recipient's Minimum Age Limit

Applicable to Spousal Joint Recipient and Non-spousal Joint Recipient, The limit applicable to a spouse may be different from the non-spouse joint recipient. The form of setting the age limit would be from among the following methods:

1. No age limit.
2. As a specified age - the specified age would be no less than 18 and no greater than 65.
3. Defined as an age difference -: participant's age minus no less than 5 years and no more than 50 years.

Joint Annuitant Minimum Age Limit

Applicable to Spousal Joint Annuitant and Non-spousal Joint Annuitant. The limit applicable to a spouse may be different from the non-spouse joint annuitant. The form of setting the age limit would be from among the following methods:

1. No age limit.
2. As a specified age - the specified age would be no less than 18 and no greater than 65.
3. Defined as an age difference - annuitant's age minus no less than 5 years and no more than 50 years.

Maximum Purchase Payments

The Company reserves the right to eliminate all Maximum Purchase Payment limitations for certain plans.

Contract Amendment Events (see Contract p.19)

Amendment is negotiated between the Plan Sponsor and Genworth Life and Annuity Insurance Company.

Contract Suspension Events (see Contract p.18)

Suspension is negotiated between the Plan Sponsor and Genworth Life and Annuity Insurance Company.

Contract Termination Events (see Contract p.18)

Termination is negotiated between the Plan Sponsor and Genworth Life and Annuity Insurance Company.

Separate Account

The Genworth Life & Annuity Group VA Separate Account 2 will be used, although we reserve the right to change Separate Accounts as described on Contract page 13.

Effective

The applicable effective date of the Separate Account.

Subaccounts

The Subaccounts will vary based on customer demand.

Asset Charge

The annual charge will never be less than 25 basis points or more than 300 basis points. We may guarantee that the charge will not change for a stated period.

Joint Recipient Charge

The Joint Recipient Charge may be deducted with respect to each Participant who adds a Joint Recipient at a Withdrawal Start Date. The annual charge will never be less than zero or more than 100 basis point.

Service Charge

The annual charge will never be less than zero or more than 75 basis points.

Administration Charge

The annual charge will never be less than zero and no more than \$100 per Participant in the Plan at the beginning of the Contract year deducted as of the last day of the Contract year.

Contract Charge

The charge will never be less than zero or more than \$500 annually.

Contract Termination Charge

The Contract Termination Charge will never be less than zero or more than 10% of the maximum Contract Value during the twelve months prior to the termination date.

Maximum Transfer Charge

The charge will never be less than zero or more than \$50 per occurrence.

Portfolio Redemption Charge

The Portfolio Redemption Charge is a charge assessed by the Portfolio. FINRA is considering a rule to mandate the imposition of a portfolio redemption charge under certain circumstances.

Contract Redemption Charge

A Contract Redemption Charge of a minimum of 0.25% to a maximum of 5% may be assessed by the Company for withdrawals from a Participant Account attributable to Purchase Payments that have not been held in such Participant Account for a minimum of 1 day to a maximum of 180] days. If this charge is not assessed, the word "None" will appear.

Annuity Rates:

The *Annuity 2000 Mortality Table*, with adjustment for mortality improvement will be used with an interest rate of 1% to 5%. On a unisex basis, a blend of the female and male tables will be used with blends of female percentages varying from 100% to 0%. We reserve the right to change to an updated version of the Annuity Mortality Table when one becomes available.

Endorsement(s)/Rider(s):

If any endorsements and/or riders are issued, this section will appear and will include each Form Number, Title, and Effective Date. If no endorsements and/or riders are issued, this section will not appear.

CONTRACT TEXT**Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date (page 8)**

- *Pre-Election Withdrawal taken* - no less than 1 day and no more than 180 days.

Election on a Withdrawal Start Date to Begin Post-Election Withdrawals (page 10)

- *Post-Election Withdrawals* will be no less than \$50 to \$500.
- *Payment* will be no less than \$50 to \$500.
- *Post-Election Withdrawals not made pursuant to a payment schedule* will be no less than \$50 to \$500.
- *Guaranteed Lifetime Withdrawal Amount* will be no less than \$100 to \$5,000 on a Withdrawal Start Date.

Certificate Termination Due to Excess Withdrawals (page 12)

- *Excess Withdrawals cause a Guaranteed Lifetime Withdrawal Amount* will be no less than \$100 to \$5,000.
- The *Annuity 2000 Mortality Table*, with adjustment for mortality improvement, will be used with an interest rate of 1% to 5%. On a unisex basis, a blend of the female and male tables will be used with blends of female percentages varying from 100% to 0%. We reserve the right to change to an updated version of the Annuity Mortality Table when one becomes available.

Transfers (page 16)

No less than zero and no more than 12 transfers will be allowed each calendar year.

Optional Payments of Charges (Page 18)

Payment of a charge – no less 30 days and no more than 90 days.

Changes in Charges (page 18)

Advance written notice – no less than 30 days and no more than 90 days.

Changes in the Guaranteed Lifetime Withdrawal Factor (page 19)

Written notice – no less than 30 days and no more than 90 days.

Contract Suspension and Termination (page 19-20)

Contract Owner written notice of Termination – no less than 30 days and no more than 90 days.

Company written notice to Suspend the Contract – no less than 30 days and no more than 90 days.

Company written notice to Terminate the Contract – no less than 30 days and no more than 90 days.

Entire Contract (page 20-21)

Amendment will take effect– no less than 30 days and no more than 90 days.

Amendment (due to legal action) will take effect– no less than 30 days and no more than 90 days.

P7175 12/07, GROUP GUARANTEED LIFETIME WITHDRAWAL CERTIFICATE

Officer Signatures

Current officer signatures will appear.

Home Office – Administrative Office – Customer Service Telephone Number

Current home office and administrative addresses and customer service telephone number at issue will appear.

CERTIFICATE DATA PAGE

Group Contract Number

Group Contract Number will appear.

Contract Owner

Contract Owner name will appear.

Plan Sponsor

If a plan is applicable to the contract, the plan sponsor's name will appear.

If a plan is not applicable to the contract, the word "None" will appear.

Plan

If a plan is applicable to the contract, the plan's name will appear.

If a plan is not applicable to the contract, the word "None" will appear.

Certificate Number

Certificate Number will appear.

Certificate Owner

Certificate Owner name will appear.

Date of Birth

The Certificate Owner's Date of Birth will appear.

Age

The Certificate Owner's Age will appear.

Joint Recipient

If a Joint Recipient is applicable to the Certificate, the name will appear.

If a Joint Recipient is not applicable, this field will not appear.

Date of Birth

If a Joint Recipient is applicable to the Certificate, the Date of Birth will appear.

If a Joint Recipient is not applicable, this field will not appear.

Age

If a Joint Recipient is applicable to the Certificate, the Age will appear.

If a Joint Recipient is not applicable, this field will not appear.

Withdrawal Start Date

Withdrawal Start Date will appear.

Guaranteed Lifetime Withdrawal Factor

The minimum percentage will never be less than 1% or more than 7%.

Initial Unadjusted Guaranteed Lifetime Withdrawal Amount

The Unadjusted Guaranteed Lifetime Withdrawal Amount will appear.

Adjusted Guaranteed Lifetime Withdrawal Amount for the First Withdrawal Year

The Adjusted Guaranteed Lifetime Withdrawal Amount for the First Withdrawal Year will appear.

First Withdrawal Year

First Withdrawal Year date range will appear.

Separate Account

The Genworth Life & Annuity Group VA Separate Account 2 will be used, although we reserve the right to change Separate Accounts as described in the Contract.

Effective

The applicable effective date of the Separate Account.

Subaccounts

The Subaccounts will vary based on customer demand.

Asset Charge

The annual charge will never be less than 25 basis points or more than 250 basis points. We may guarantee that the charge will not change for a stated period.

Joint Recipient Charge

The Joint Recipient Charge may be deducted with respect to each Participant who adds a Joint Recipient at a Withdrawal Start Date. The annual charge will never be less than zero or more than 100 basis point.

If there is no Joint Recipient charge this field will not appear.

Service Charge

The annual charge will never be less than zero or more than 75 basis points.

Administration Charge

The annual charge will never be less than zero and no more than \$100 per Participant in the Plan at the beginning of the Contract year deducted as of the last day of the Contract year.

Contract Charge

The charge will never be less than zero or more than \$500 annually.

Contract Termination Charge

The Contract Termination Charge will never be less than zero or more than 10% of the maximum Contract Value during the twelve months prior to the termination date.

Maximum Transfer Charge

The charge will never be less than zero or more than \$50 per occurrence.

Portfolio Redemption Charge

The Portfolio Redemption Charge is a charge assessed by the Portfolio. FINRA is considering a rule to mandate the imposition of a portfolio redemption charge under certain circumstances.

Endorsement(s)/Rider(s):

If any endorsements and/or riders are issued, this section will appear and will include each Form Number, Title, and Effective Date. If no endorsements and/or riders are issued, this section will not appear.

CERTIFICATE TEXT**Payment of Withdrawals (page 6)**

- *Post-Election Withdrawals* will be no less than \$50 to \$500.
- *Payments* will be no less than \$50 to \$500.
- *Post-Election Withdrawals not made pursuant to a payment schedule* will be no less than \$50 to \$500.

Certificate Termination Due to Excess Withdrawals (page 7)

- *Excess Withdrawals cause a Guaranteed Lifetime Withdrawal Amount* will be no less than \$100 to \$5,000.
- The *Annuity 2000 Mortality Table*, with adjustment for mortality improvement, will be used with an interest rate of 1% to 5%. On a unisex basis, a blend of the female and male tables will be used with blends of female percentages varying from 100% to 0%. We reserve the right to change to an updated version of the Annuity Mortality Table when one becomes available.

Transfers (page 10)

No less than zero and no more than 12 transfers will be allowed each calendar year.

Changes in Charges (page 12)

Advance written notice – no less than 30 days and no more than 90 days.

Changes in the Guaranteed Lifetime Withdrawal Factor (page 12)

Written notice – no less than 30 days and no more than 90 days.

P5408 03/08, WITHDRAWAL START DATE STEP-UP ENDORSEMENT

Officer Signature

Current president's signature will appear.

P7176 12/07, Group Single Premium Immediate Annuity Certificate

Officer Signatures

Current officer signatures will appear.

Home Office – Administrative Office – Customer Service Telephone Number

Current home office and administrative addresses and customer service telephone number at issue will appear.

CERTIFICATE DATA PAGE

Group Contract Number

Group Contract Number will appear.

Group Contract Owner

Group Contract Owner name will appear.

Plan Sponsor

If a plan is applicable to the contract, the plan sponsor's name will appear.

If a plan is not applicable to the contract, the word "None" will appear.

Plan

If a plan is applicable to the contract, the plan's name will appear.

If a plan is not applicable to the contract this field will not appear.

Certificate Owner

Certificate Owner name will appear.

Certificate Date

Certificate Date will appear.

Annuitant

Annuitant name will appear.

Date of Birth

The Annuitant's Date of Birth will appear.

Age

The Annuitant's Age will appear.

Joint Annuitant

If a Joint Annuitant is applicable to the Certificate, the name will appear.

If a Joint Recipient is not applicable, this field will not appear.

Date of Birth

If a Joint Annuitant is applicable to the Certificate, the Date of Birth will appear.

If a Joint Annuitant is not applicable, this field will not appear.

Age

If a Joint Annuitant is applicable to the Certificate, the Age will appear.

If a Joint Annuitant is not applicable, this field will not appear.

Certificate Number

Certificate Number will appear.

Income Start Date

Income Start Date will appear.

Income Plan

The Income Plan will appear.

Single Premium

Single Premium amount will appear.

Income Payment

Income Payment amount will appear.

Income Mode

Income Mode will appear.

Endorsement(s)/Rider(s):

If any endorsements and/or riders are issued, this section will appear and will include each Form Number, Title, and Effective Date. If no endorsements and/or riders are issued, this section will not appear.

39908 03/2008, GROUP VARIABLE ANNUITY APPLICATION

Page 1

Marketing Name – current marketing name will appear.

Page 2

Address – current servicing address of the company will appear.

None of the above mentioned items would be bracketed when the contract/certificates are issued. Any change in the text that is marked as variable will only be effective for future issues. We certify that our use of variability will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.

For Genworth Life and Annuity Insurance Company



Paul Loveland
Vice President, Product Compliance

SERFF Tracking Number: GEFA-125595805 State: Arkansas
 Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 38640
 Company Tracking Number: MP7175 12/07
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: Group Flexible Premium Variable Deferred Annuity
 Project Name/Number: SureChoice (MP7175 12/07, P7175 12/07, P7176 12/07, P5408 3/08, 39908 03/2008)/MP7175 12/07, et al

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Certification/Notice	04/08/2008	ARcert.pdf
No original date	Supporting Document	Certification/Notice	04/04/2008	ARcert.pdf

ARKANSAS CERTIFICATION

MP7175 12/07, Group Flexible Premium Variable Deferred Annuity Contract
P7175 12/07, Group Guaranteed Lifetime Withdrawal Certificate
P7176 12/07, Group Single Premium Immediate Annuity Certificate
P5408 03/08, Withdrawal Start Date Step-Up Endorsement
39908 03/2008, Group Variable Annuity Application

We certify to the following:

- We have reviewed our issue procedures and can assure you that we are in compliance with Ark. Code Ann. 23-79-138.
- We have reviewed our issue procedures and can assure you that we are in compliance with Regulation 49.
- We are in compliance with Regulation 19§10B as well as all applicable requirements of your Department.
- To the best of our knowledge and belief, the Flesch Score of the below referenced forms meet any readability requirements in effect in your state. The combined Flesch Score for the following forms is:


FORM NUMBER

FLESCH SCORE

MP7175 12/07
P7175 12/07
P7176 12/07
P5408 03/08
39908 03/2008

Exempt as it serves as a deferred compensation plan.
Exempt as it serves as a deferred compensation plan.
Exempt as it serves as a deferred compensation plan.
Exempt as it serves as a deferred compensation plan.
Exempt as it serves as a deferred compensation plan.

For Genworth Life and Annuity Insurance Company,

By: 
Vice President, Product Compliance

ARKANSAS CERTIFICATION

MP7175 12/07, Group Flexible Premium Variable Deferred Annuity Contract
P7175 12/07, Group Guaranteed Lifetime Withdrawal Certificate
P7176 12/07, Group Single Premium Immediate Annuity Certificate
P5408 03/08, Withdrawal Start Date Step-Up Endorsement
39908 03/2008, Group Variable Annuity Application

We certify to the following:

- We have reviewed our issue procedures and can assure you that we are in compliance with Ark. Code Ann. 23-79-138.
- We have reviewed our issue procedures and can assure you that we are in compliance with Regulation 49.
- We are in compliance with Regulation 19§10B as well as all applicable requirements of your Department.
- To the best of our knowledge and belief, the Flesch Score of the below referenced forms meet any readability requirements in effect in your state. The combined Flesch Score for the following forms is:

FORM NUMBER

FLESCH SCORE

P5367 09/07

Exempt as it serves as a deferred compensation plan.

P7174 09/07

Exempt as it serves as a deferred compensation plan.

P5382 09/07

Exempt as it serves as a deferred compensation plan.

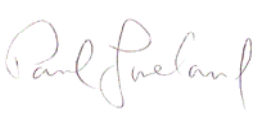
P5383 09/07

Exempt as it serves as a deferred compensation plan.

39908 03/2008

Exempt as it serves as a deferred compensation plan.

For Genworth Life and Annuity Insurance Company,

By: 

Vice President, Product Compliance